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

January 14, 2026

7:00 p.m. or immediately following the Local Planning Agency Meeting

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 Town Council 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, January 14, 2026, at 7:00 p.m. or immediately following the Local Planning Agency Meeting.

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

Zoom Meeting Link: **https://us06web.zoom.us/j/81276475293**

Passcode:453864

Phone one-tap:
+13052241968,,81276475293# US
+13126266799,,81276475293# 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
+1 719 359 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
+1 689 278 1000 US

Webinar ID: 812 7647 5293

International numbers available: https://us06web.zoom.us/u/kpQBLHOqg

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

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

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

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 January 13, 2026.

CALL TO ORDER
:

PLEDGE OF ALLEGIANCE

:

ROLL CALL

:

SPECIAL PRESENTATION

:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS

:

TOWN MANAGER'S REPORT

:

COUNCIL REPORTS

:

PUBLIC COMMENT

Speakers are allowed three (3) minutes and up to no more than five (5) minutes at the discretion of the presiding officer to speak on any items on the agenda only during the Public Comment portion of the meeting. Speakers may apportion their time during Public Comment to various agenda items however they wish. Any person who wishes to speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. 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 five (5) 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 Deputy Town 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

:

MINUTES

:

1. November 12, 2025 Special Town Council Meeting Minutes

2. November 12, 2025 Regular Town Council Meeting Minutes

CONSENT AGENDA

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

3. Consideration and approval of a resolution renewing an agreement between the Town of Bay Harbor Islands and David Caserta Government Relations, Inc. for consulting services related to government relations efforts at the State level. Sponsored by Council Member Joshua Fuller and Council Member Robert Yaffe.

4. Consideration and Approval of a resolution to authorize the Town Manager to enter into a Master Lease Purchase Agreement with NCL Government Capital for the financing of the street sweeper previously approved by the Town Council.

5. Discussion and possible action to enter to authorize the Town Manager to utilize the NASPO ValuePoint cooperative purchasing contract to procure OpenGov's ERP suite. This will allow the Town to transition from its current Tyler Incode 10 system to a modern, cloud-based platform that integrates financial management, budgeting, and utility billing.

6. Consideration and Approval of a resolution updating the signers on the Town's accounts with Bank of America.

7. Discuss and consider a Change Order in favor of Kimley Horn and Associates (KHA) and provide Construction and Inspection (CEI) services in the amount of $44,580.00, associated with the replacement of Ejector Station A with submersible pumps.

8. Consideration and Approval of a resolution approving the renewal and implementation of a Mutual Aid Agreement and Joint Declaration between the Town of Bay Harbor Islands Police Department and the Town of Surfside Police Department for shared law enforcement services. Enclosed are the agreements and proposed resolution.

9. FY2025-2026 Budget Amendment.

10. Consideration and Approval of a Resolution for the Eleventh Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands to April 30, 2026 for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida. Sponsored by Council Member Joshua Fuller.

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11. Consideration and approval of a resolution executing an addendum to agreements with Chen Moore and Associates and V Engineering Corp for the replacement of the seawall at 9600 W. Bay Harbor Drive to ensure project expenditures are eligible for reimbursement.

12. Discussion and possible action to enter into a piggyback agreement from the Florida Sheriffs Association, Bid Item No. 115 Hydraulic Mini Excavator Bid Award Announcement (FSA23-EQU21.0) with Alta Equipment Company and with De Lage Landen Financial Services, d/b/a De Lage Landen Public Finance LLC for a purchase of a Compact Excavator.

13. Discussion and approval to Piggyback, a contract between Florida Drawbridges Inc., Martin County to maintain and perform repairs to the Broad Causeway movable bridge.

14. Consideration and approval of a resolution to authorize the Town Manager to enter into an agreement with the State of Florida, Division of Emergency Management for the acceptance of a $900,000 grant.

PUBLIC HEARING-QUASI JUDICIAL
:

15. PUD Overlay Rezoning Application – Bijou Bay Harbor Condominium Association, Inc., 9521 East Bay Harbor Drive, Lots 3 and 4, Block 1 - Town Manager.

ORDINANCES ON SECOND READING
:

ORDINANCES ON FIRST READING
:

16. Comprehensive Plan Text Amendment – Creation of a Property Rights Element and Update to Infrastructure Element. - Town Manager.

17. Consideration and Approval of an ordinance on First Reading amending Chapter 17 of the Sign Code, Section 17-20 to remove the max height requirement. Enclosed are the Staff Memo and the proposed ordinance. Sponsored by Council Member Robert Yaffe.

18. Consideration and approval of an Ordinance on First reading regarding Sec. 5-5 Construction Site Operations to Require On-Site Changing Facilities, Daily Cleanup, and No-Loitering Policy. Sponsored by Council Member Robert Yaffe.

DEFERRED ITEMS
:

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

19. Approval of the Evaluation and Appraisal Report (EAR) Matrix and Authorization to Transmit to State and Regional Agencies for Compliance Review - Town Manager.

DISCUSSION ITEMS :

20. Eshkol Art Exhibition of artwork by artists in the Eshkol Region to be exhibited next year at the Art Festival. Sponsored by Council Member Teri D'Amico.

21. Discussion, review and possible action regarding Greenspoon and Marder, LLP, Town Attorneys 2025 Invoices, Agreements, Deliverables, Billable Hours with Scope of Services. Sponsored by Council Member Teri D'Amico.

22. Discussion, review and possible action regarding Becker & Poliakoff 2025 Invoices, Agreements, Deliverables, Billable Hours with Scope of Services. Sponsored by Council Member Teri D'Amico.

23. Discussion, review and possible action regarding Rubin, Turnbull & Associates 2025 Invoices, Agreement, Deliverables, Billable Hours with Scope of Services and to request monthly written reports on bridge funding progress to the Town Manager. Sponsored by Council Member Teri D'Amico.

24. Discussion and possible action regarding the agreement with South Beach Construction (SBC). Sponsored by Council Member Teri D'Amico.

25. Discussion and approval of an MOT for TLC OKC Property Owner LLC for the project One Kane Concourse, 9551 East Bay Harbor Drive, Bay Harbor Islands, FL. - Town Manager.

26. Discussion and possible action approving a resolution of a modified improvement agreement with 1177 Bay Harbor Islands, LLC for the Town's Kayak Park located at 9600 West Bay Harbor Drive - Town Manager.

ADJOURNMENT: Approximately 8:00 p.m.

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

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 1.

ITEM: November 12, 2025 Special Town Council Meeting Minutes

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	2025-11-12-Special Town Council Meeting Minutes

Town of Bay Harbor Islands

Special Town Council Meeting
MINUTES
November 12, 2025
6:00 PM
Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Salver called the meeting to order at 6:03 p.m.

Pledge of Allegiance

Roll Call of Members

Town Clerk Herbello called the roll with the following members present.

Present: Mayor Isaac Salver, Council Member Robert Yaffe (arrived at 6:14 p.m.), Council Member Eric Rappaport, Council Member Molly Diallo, Council Member Teri D'Amico and Council Member Joshua Fuller.

Absent: Vice Mayor Bruder.

Also Present: Town Manager Lindsley Noel and Town Attorney Ahmand Johnson.

Special Presentation.

1. **Special Presentation by Miami Dade County Commissioner Micky Steinberg.**

   County Commissioner Steinberg was unable to make it to the meeting.

Public Comments:

Speakers are allowed three (3) minutes and up to no more than five (5) minutes at the discretion of the presiding officer to speak on any items on the agenda only during the Public Comment portion of the meeting. Speakers may apportion their time during Public Comment to various agenda items however they wish. Any person who wishes to speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. 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 five (5) 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 Deputy Town 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

The following individual from the public spoke:

Fran Neuhut spoke regarding the amount of business vacancies on Kane Concourse, electric bicycles and scooters speeding through Kane Concourse; the parking issues and parking requirements.

2. Town of Bay Harbor Islands – Notification to the Florida Department of Economic Opportunity (DEO) Regarding Required Comprehensive Plan Updates (EAR-Based amendment). Sponsored by Council Member Teri D'Amico.

Town Manager Noel read the title of the item into the record.

Town Planner Belle provided a summary of the item and provided a presentation with the following updates:

1. Overview of Comprehensive Plan

- EAR-based amendment packet outlining required updates for compliance with Florida Statute Chapter 163.
- The Comprehensive Plan was described as the Town’s long-term legal blueprint guiding growth, development, land use, housing, transportation, infrastructure, coastal management, conservation, and quality of life (parks, recreation, schools).
- All land development regulations must be consistent with the Comprehensive Plan.

2. History of the Town's Comprehensive Plan

- Original Comprehensive Plan adopted in 1989.
- Limited EAR-based amendment completed in 2004, addressing only Future Land Use and Coastal Management.
- Core elements of the Comprehensive Plan are now over 35 years old and largely out of compliance with current state law.

3. Current Status and Legal Requirements

- March 27, 2023: Town Council approved a work authorization to begin the update process.
- 2024: Planning & Zoning began formal review for state compliance.
- April 9: Town Council approved the action plan to amend the Comprehensive Plan.
- State law requires:
    - A minimum 20-year planning horizon
    - Seven-year evaluation and appraisal review cycle
    - The Town's current horizon year is 2030 and must be expanded to 2050.

4. Elements of the Updated Comprehensive Plan

- Total of 11 elements:
    - 9 existing elements
    - 2 new/updated elements
        - Property Rights Element (new, required by statute)
        - Infrastructure Element (consolidating water supply, sewer, drainage, and solid waste)

5. Purpose of the Update

- Bring the Comprehensive Plan into compliance with Florida Statute 163.3191
- Incorporate findings from the mandatory seven-year review
- Expand the planning horizon to 2050
- Address current challenges, including:
    - Redevelopment
    - Climate impacts
    - Mobility and transportation
    - Demographic changes
- Update outdated data including population projections, traffic modeling, infrastructure demand, and capital improvement schedules.

6. Core Amendments and Focus Areas

- Expand projections, maps, and policies across all elements through 2050
- Update:
    - Population and housing data

- Traffic volumes and mobility planning
- Infrastructure needs
- Future land use mapping
- Capital improvement schedules and goals/policies

7. Key Element Updates Discussed

Future Land Use Element

- Update Future Land Use Map through 2050
- Incorporate previously approved PUDs not reflected in the current plan
- Emphasize redevelopment and TDRs
- Update all related policies and land development regulation consistency

Transportation Element

- Full update required (over 35 years outdated)
- Revise five-year and long-range capital projects
- Address emerging technologies (electric vehicles, mobility services)
- Align with the Miami-Dade TPO 2050 Long Range Transportation Plan

Housing Element

- Update growth assumptions to reflect current redevelopment activity
- Revise and modernize policy language
- Incorporate recent and ongoing development not reflected in the current plan

Infrastructure Element

- Update water, sewer, drainage, and solid waste components
- Reflect current infrastructure conditions and ongoing utility projects
- Replace outdated 1990s-era data

8. General Discussion

- Staff emphasized the Town is largely built out and future growth will primarily occur through redevelopment.
- The update is both a legal compliance requirement and a strategic planning effort to guide the Town through 2050.

Council Member Fuller asked regarding the current climate and sea level rise as it relates to the statute. He also mentioned that he is aware of a state statue that restricts what they can discuss.

Town Planner Belle stated that under current state statute, the Town may proceed with the Comprehensive Plan update. She further explained that the first required step in the process is the approval of the amendment matrix. She stated that the matrix serves as

the roadmap for identifying all required updates across the elements.

Town Planner Belle continued with the comprehensive plan elements below:

Conservation Element

- Addresses natural resources, water issues, and sea level rise.
- Will include updated data, revised policies, and corrections to the Town's environmental and natural resource inventory.

Coastal Management Element

- Focused updates to reflect revised sea level rise projections and current coastal resilience planning.

Recreation and Open Space Element

- Will plan for future parks and open space needs within a built-out community.
- Emphasis on redevelopment opportunities and resilience strategies.

Capital Improvements Element

- Update to the five-year Capital Improvement Plan.
- Incorporation of long-range projections and coordination with county capital planning efforts.

Intergovernmental Coordination Element

- Strengthens partnerships with Miami-Dade County, the School Board, and neighboring municipalities.
- Aligns shared goals and regional planning efforts toward the 2050 horizon.

Public School Facilities Element

- Clarifies the Town's voluntary coordination role with the School Board.
- Updates data to reflect current conditions, county alignment, and redevelopment activity.

Property Rights Element

- New element required by Florida Statute §163.3177(6)(i).
- Will be incorporated into the Comprehensive Plan to ensure statutory compliance.

Overall Purpose of the Update

- Achieve full compliance with Florida Statutes Chapter 163.
- Establish a clear and stable planning framework through 2050.
- Provide consistent guidance for residents, businesses, and investors.

- Ensure all plan elements work together toward unified community goals.

Next Steps in the Amendment Process

- Conduct a public hearing before the Local Planning Agency (LPA) to review and approve the EAR-based amendment matrix.
- Forward the matrix to the Town Council for approval.
- Upon Town approval, submit the matrix to the State and County for review.
- After agency acceptance, proceed to first reading of the Comprehensive Plan amendments, followed by formal transmittal to the State and County.

Mayor Salver expressed concern regarding how the Live Local Act (Florida Statute §166.04151) may impact the Comprehensive Plan update. It was noted that the Live Local Act preempts local regulations in certain circumstances, potentially allowing developments that exceed local height, density, and capacity limits. He questioned how the Town can effectively and responsibly plan for the future when state law may override key components of the Comprehensive Plan. He raised concerns that this level of uncertainty could undermine long-range planning efforts, as developers may propose projects inconsistent with the Town's established standards and projections.

Town Planner Belle stated that to her knowledge they still cannot go over the units. She stated if the Town has a matrix for units, they cannot exceed the maximum units allowed. She explained that they must stay within the radius.

Council Member Yaffe stated the potential impacts of the Live Local Act, noting that if a developer meets the Act's requirements, a project could potentially exceed local height limits and density standards, including construction of significantly taller buildings (e.g., up to 20 stories). He stated their understanding that the Live Local Act supersedes certain local zoning and land development regulations, allowing increased units and development intensity beyond what is currently permitted. His concern is that this preemption complicates the Town's ability to forecast growth, infrastructure needs, and future land use conditions within the Comprehensive Plan.

Council Member Fuller responded that he did not fully agree with the prior interpretation, clarifying their understanding that the Live Local Act preempts local height limitations, though there remains ongoing legal uncertainty regarding whether allowable height is based on current or historically permitted standards. It was noted that this issue is still being litigated in the courts and remains unsettled. He further stated that under the Live Local Act, local development restrictions such as the Town's TDR system and other zoning limitations may no longer apply when projects qualify under the statute. He agreed with the Mayor's comments, emphasizing that the Town must acknowledge the significant impact and uncertainty created by the Live Local Act.

Council Member D'Amico stated her view that the current Comprehensive Plan update process is not designed to directly incorporate the Live Local Act. She noted that in order to determine whether a development "exceeds" local standards, the Town must first establish its own standards, which is the purpose of the current Comprehensive Plan update. She expressed that without adopted standards; it is difficult to evaluate how the Live Local Act would apply and therefore does not believe the issue directly affects the

current amendment process. She suggested the Town could consult with other municipalities facing similar circumstances.

Council Member Yaffe clariid that the issue is not whether to incorporate the Live Local Act into the Comprehensive Plan, but rather the Town's obligation to adopt a Comprehensive Plan that complies with Florida Statutes. The key question is whether the Live Local Act supersedes certain elements of the Comprehensive Plan and how that potential preemption should be understood when evaluating and relying on the Plan.

Town Attorney Johnson stated that both are relative to height and density.

Council Member Fuller stated that last year's amendments addressed TDRs, allowing their purchase and use, so the issues raised do not change the need for a Comprehensive Plan. The Town will still create and maintain the Plan and develop planning scenarios. The distinction is that if a developer chooses to proceed under the Live Local Act, the Plan cannot restrict them due to state preemption. The Comprehensive Plan remains a critical planning tool but is not the ultimate law of the land where preemption applies.

Council Member Yaffe stated that they have to recognize that they're very limited areas within this Town that the Live Local Act complies.

Town Attorney Johnson stated that he is unaware precisely where those areas would be in the Town, but the Town should still proceed with the regulations because not every development is going to qualify for the Live Local Act.

Mayor Salver asked regarding Florida Statute Section 163 where it talks about coastal communities and the peril of floods and is there any ongoing mitigation.

Council Member Rappaport asked regarding the information about coastal communities and coastal management which includes mandated peril of flood components.

Council Member Fuller stated that the Town faces dual challenges, needing to plan for local conditions such as evacuations, population scenarios, and flooding. They expressed concern that the Live Local Act applies a uniform, one-size-fits-all approach, treating coastal communities the same as inland areas, which may not reflect local risks or planning needs.

Mayor Salver expressed concern about the potential conflict between two statutes, suggesting that one may undermine the other. He also raised questions regarding the water and wastewater elements of the amendment, noting updates to references for water demand, wastewater flow, and refuse strategies through the 2050 planning horizon, including new subsections on water conservation and reuse programs. He highlighted concerns about anticipated peak demands from redevelopment projects and their impact on infrastructure planning.

Town Planner Belle provided an example using current residential zoning (RM-1 and RM-2), where buildings are typically two stories with 6–8 units. She contrasted this with larger developments, like the Well, which could have 65 units or more. The point emphasized that the amendment is projecting potential future build-out, assuming every existing

building is redeveloped to the maximum allowed units, in order to assess whether the current water supply and infrastructure can support that level of growth.

Mayor Salver noted ongoing discussions with the Town Manager regarding determining the Town's peak water flow capacity. They acknowledged that several infrastructure hurdles, such as pipe replacements, need to be addressed first, and inquired when the Town will have a clear understanding of its peak flow capacity.

Discussion took place regarding the Local Planning Agency meeting for January that is required to approve the matrix and then at the regular town council meeting to approve the recommendation of the Local Planning Agency.

Council Member Fuller stated that he will work the Town Manager and with staff to make sure that there is nothing in there that would conflict with our applications for the grants that are currently outstanding.

Adjournment:

There being no further business to discuss before the council, a motion was made by Council Member Fuller to adjourn the meeting at 6:33 p.m., seconded by Council Member Rappaport

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 2.

ITEM: November 12, 2025 Regular Town Council Meeting Minutes

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	2025-11-12-Regular Town Council Meeting Minutes

Town of Bay Harbor Islands

Town Council Meeting
MINUTES
November 12, 2025
7:00 PM or immediately following the Special Town Council Meeting scheduled for 6:00 p.m.
Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Salver called the meeting to order at 6:38 p.m.

Pledge of Allegiance

Penelope Kingbury, a third grade student at Ruth K. Broad K8 Center led the pledge of allegiance.

Roll Call of Members

Town Clerk Herbello called the roll with the following members present.

Present: Mayor Isaac Salver, Council Member Robert Yaffe, Council Member Eric Rappaport, Council Member Molly Diallo, Council Member Teri D'Amico and Council Member Joshua Fuller.

Absent: Vice Mayor Stephanie Bruder.

Also Present: Town Manager Lindsley Noel and Town Attorney Ahmand Johnson.

Special Presentations:

1. Legislative Update by Florida State Representative Fabian Basabe.

   Due to a family emergency the Legislative Aide of Florida State Representative Basabe was unable to attend.

2. A Proclamation naming November as March of Dimes 2025 Prematurity Awareness Month. Sponsored by Mayor Isaac Salver.

Mayor Salver presented the March of Dimes with a proclamation.

Vice Mayor Cassandra Timothy of North Miami and Sara Bloom from the March of Dimes were present and provided an overview of the organization and accepted the proclamation.

3. The Children's Trust in conjunction with Florida International University Explorers Annual Reading Comprehension and Literacy Competition Battle of the Books 2025 Champions Award Recognition.

Educational Programs Director Joel Jacobi introduced the item and provided an overview of the Reading Explorers program including its after school and summer components. He described the Battle of the Books competition and introduced the winning group and called them forward to receive their awards.

4. Bay Harbor Islands Police Department Officer of the Quarter Awards.

Town Manager Noel read the title of the item into the record and introduced Chief Alvarez to present the awards and read a biography of each recipient.

Chief Alvarez recognized Sherrie Griffin, Code Compliance Supervisor as civilian employee of the quarter noting her service as a Code Enforcement Officer, her professionalism, ability to achieve voluntary compliance, and collaborative work with other departments.

Chief Alvarez recognized Officer Jayleen Romo, Captain Alan Castellanos, Corporal John Davilmar and Lt Patrick Munschy as officers of the quarter for their response to a vehicle burglary investigation on January 23, 2025, which resulted in the apprehension of two suspects.

5. Employee of the Month Recognition (June, July, August and September).

Town Manager Noel introduced the item and read the names of the employee of the month. He read a biography of each recipient.

Employee of the month for the month of July – Lawrence Wentworth
Employee of the month for the month of August – Ann Marie Singh

Requests for Withdrawals, Deferments and Future Agenda Items:

Council Member Fuller requested to pull item 7 (Discussion and possible action to approve the FDOT LAP Agreement for the Broad Causeway ICWW Bridge Design), item 8 (Discussion and possible action to approve the FDOT LAP Agreement for the Bay Harbor Waterway Bridge Design) and item 9 (Discussion and possible action to approve the FDOT LAP Agreement for the Indian Creek Bridge Design) in order to provide some minor changes.

Council Member D'Amico requested to pull item 11 (Authorize the Town Manager to direct Atkins to perform Transportation, Police Services, and Parks and Recreation Impact Fee Studies as outlined in the attached Task Order).

Mayor Salver requested to pull item 15 (Consideration and Approval of a Resolution for the Tenth Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands to January 31, 2026 for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida. Enclosed are the draft Resolution and the Lease Extension agreement that call for a 3% increase to the rent, on a monthly basis from the previous rental payment).

Town Manager's Report:

Town Manager Noel addressed the Town Council and provided a report on upcoming community events and ongoing Town initiatives. He reported that the Town would be hosting a Seniors Thanksgiving Dinner on November 13 at 6 pm. He stated that on December 6, the Town would hold a Shred a Thon from 10 am to 2 pm at the Bank of America parking lot, noting that this was the first time the event would be held at that location rather than Haulover, in order to provide greater convenience for residents. He reported that the annual Snow Day event would be held on December 7 from 1 pm to 5 pm. He also announced that the Town Council Concert Series would continue on December 14 with a performance by Nikki Kidd at 95th Street Park. He reported that the Capital Improvement Program Workshop was scheduled for January 8, with the location to be determined. He stated that since the last Council meeting, he attended several community events and meetings, including National Night Out, the Dog Parade, the Halloween Parade, a Pension Board meeting, the International City and County Management Association Conference in Tampa, and the Town's Veterans Day event. He advised the Council that his office had received a complaint from a Town employee regarding a Town Council member. He stated that on the advice of Town Counsel, the matter could not be discussed publicly. He further stated that consistent with established practice, the Town would engage an independent local firm to conduct an investigation, and that a report with findings would be provided to the Town Council upon completion of that process. He recognized and wished happy birthday to Vice Mayor Stephanie Bruder and Council Members Joshua Fuller and Eric Rappaport. He reported that the Town Hall relocation project was moving forward and that an architect had been retained to complete the necessary plans. He stated that a general contractor would be selected

through the Town's procurement process. He advised that a Council member had requested consideration of relocating the dais and potentially introducing a seniors program at the new Town Hall location. He stated that staff could provide recommendations upon Council direction. He reported that landscaping had completed a sample bump out at 96th Street and East Bay Harbor Drive and requested Council feedback before proceeding with similar improvements at additional locations. He reported that a new walkway canopy awning had been installed at the Community Center and noted that it included recessed lighting to enhance safety and aesthetics. He reported that staff continued to work with the Town's branding consultant and that sample logos and a proposed Town seal would be presented for Council review. He reported that Public Works had installed a new injection well at 94th Street and West Broadview Drive, noting that the well had been out of service for an extended period and that the improvement would mitigate flooding in the area. He concluded by acknowledging the passing of Miami Beach Police Officer David Caruso and Miami Dade Sheriff's Deputy Devin Jaramillo, and expressed condolences on behalf of the Town.

The Council Members discussed moving the dais to the Church by the Sea property and by a unanimous vote, all members chose to leave the dais at the community center.

Council Reports:

Council Member Rappaport provided his council report and stated that residents have raised concerns about staging areas located adjacent to their residences. While the Town has fences around the staging areas, workers have been observed engaging in activities visible to residents, such as changing clothes, leaving garbage, smoking, or playing loud music. He noted that this issue may be addressed at a January Council meeting and indicated they would share the information with other Council members.

Council Member Diallo provided her council report and stated that she attended the Veterans Day ceremony, thanking all who served. She stated that she attended the Halloween activities with the police department, particularly handing out candy. The Concert in the Park and the Battle of the Books program, recognizing students' achievements in literacy. She emphasized the importance of encouraging reading among children, especially post-pandemic, and praised the balance of fun and educational components in these programs. She congratulated employees recognized for their outstanding work and reflected on a recent officer funeral, highlighting the community's shared respect and appreciation for public service.

Council Member Fuller stated that he had the honor of attending the Veterans Day ceremony and praised the Chief and acknowledging both the sacrifice of veterans and the daily service of police officers, while expressing sympathy for recent losses. He spoke regarding the Police Halloween activities, recognizing officers for engaging with children and the community; the Concert in the Park, encouraging residents to attend and highlighting it as a valuable community amenity. He also noted participation in the Florida League of Cities and upcoming National League of Cities conferences. Finally, he

reminded attendees of no December meetings, wishing everyone a Happy Thanksgiving and a happy, healthy, and safe holiday season.

Council Member Yaffe congratulated Town employees for their service, highlighting the Police Department for their work during community events such as Halloween. He shared personal experiences attending the Doggy Parade and praised Concerts in the Park and other outdoor events, encouraging residents to participate and consult the newsletter and website for schedules. He also noted participation in the Florida League of Cities, emphasizing advocacy for home rule and warning about potential property tax referenda in 2026, encouraging residents to consider voting to maintain funding for essential services. He finally wished everyone a happy Thanksgiving and holiday season, noting there are no December Council meetings.

Council Member D'Amico congratulated staff and residents for their teamwork and community participation over the past year. She highlighted attending the Halloween parade, emphasizing the importance of neighborhood celebrations in multifamily communities. She noted a recent sister city dinner with Eshkol, discussing plans to feature Eshkol artists at the local art festival. She also praised the Dog Park improvements, allowing larger dogs to play together safely, and shared that both dogs and owners are enjoying the park again. She wanted to wish everyone a Happy Thanksgiving and happy holidays. She mentioned possibly having a holiday party.

Council Member D'Amico requested to discuss the public assembly requirements for meeting spaces, emphasizing that assembly areas must meet strict building and safety codes, including door systems and occupancy limits. She noted that the Church by the Sea, as an administration building, does not meet assembly criteria, and that simply adding chairs does not make the space compliant. She concluded that the Town must adhere to legal requirements and maintain meetings in appropriate, code-compliant spaces.

Council Member Yaffe agreed to maintain the meetings at the Community Center.

Council Member Fuller stated that he does not see the need on spending additional money on moving the dais. He further stated this is only a temporary Town Hall.

Council Member Diallo reiterated a previous discussion, emphasizing that the goal is to maximize the use of the meeting space safely so that all or most employees can be present to effectively carry out their duties. She noted agreement with her colleagues on this approach.

Council Member Rappaport suggested using available space to maximize comfort and efficiency for Town employees, rather than crowding them into trailers. He emphasized that creating a temporary, more functional Town Hall setup for the next few years would provide a better working environment and should be fully utilized while available.

Mayor Salver acknowledged that most points had been covered but wanted to highlight the Doggie Parade, noting it was well attended and enjoyable. He gave special recognition to Council Member D'Amico for initiating and organizing the event each year. Additionally, he mentioned resident inquiries regarding the tennis court lights, asking for an expected completion date to provide accurate information to the public. He also mentioned that there was a fire and saw the plume of smoke coming from the west island and asked what happened.

Town Manager Noel stated that it occurred at the 1200 block of 96th Street. He stated there was a fire at a construction site that was in a resident's residence. He stated that it was his understanding that it was a result of a car that caught fire. He also stated that no one was hurt and they area in the block was evacuated. He stated that the Building Official did assess the property to make sure it was a safe workplace.

Mayor Salver asked if it happened on private property so if there is any scorching or any type of damage, it would be on the private property.

Council Member Rappaport stated that he spoke with the incident commander while visiting a site and inquired about safety regulations for construction equipment. He asked whether the Town has inspection requirements to check equipment before it is used on construction sites, noting that fires with such equipment are not uncommon and questioning whether outdated or malfunctioning equipment is being properly monitored.

Building Official Garcia clarified that the concern is primarily about site safety rather than the equipment itself, except for items like scaffolding. He noted that pump trucks experience heavy use and wear, and that incidents such as fires are not uncommon due to the flammable materials being used on-site.

Council Member Fuller stated that the Town should not conduct equipment inspections or involve itself in related safety disputes, as doing so could create liability. He noted that any inspection or responsibility should be handled by the contractor as part of their contract, not by the Town.

Public Comments:

Speakers are allowed three (3) minutes and up to no more than five (5) minutes at the discretion of the presiding officer to speak on any items on the agenda only during the Public Comment portion of the meeting. Speakers may apportion their time during Public Comment to various agenda items however they wish. Any person who wishes to speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. 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 five (5) 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 Deputy Town 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

The following individuals from the public spoke:
Kathleen Kennedy spoke regarding the doggie parade and the parks and recreation committee as well as other events. She spoke regarding the bikes on Kane Concourse.
Fran Neuhut she spoke regarding the comprehensive plan and that the town does not follow it.
David Sanchez extension of the sales gallery and asked not to extend it, early voting dates and spoke against it and is taxing for the candidates and remove early voting.
Judy Dermer spoke regarding the amount of development going on in town and spoke against development.
Michael Wittles spoke regarding the parking issue behind his office and demolition of the Town Hall and the old water wells. He spoke regarding the parking lot there and look at that area that is a parking lot and refurbish it and turn it into additional parking spaces on the 11 block.
Marjory Milberg spoke regarding construction equipment running the stop sign. She spoke regarding the bridge around Bal Harbour Shops a flatbed with a concrete light pole just parked.
Linda Zilber wished everyone a happy thanksgiving.

Council Members addressed the concerns and comments of the public speakers.

Minutes:

6. Approval of Minutes for the following meeting dates: October 8, 2025 Regular Town Council Meeting Minutes and October 14, 2025 Special Town Council Meeting Minutes. Sponsored by Town Manager Lindsley Noel.

Council Member Fuller stated that he had a minor amendment to the minutes, which he spoke with the Town Clerk and it was corrected.

Council Member Yaffe also had a change to the minutes and spoke with the Town Clerk and it was corrected.

Council Member D'Amico requested to have her comments on the item regarding SBC included in the set of minutes.

Town Clerk Herbello stated that she will amend the minutes to reflect the Council Member's comments.

A motion was made by Council Member Yaffe to approve the minutes for the following meeting dates October 8, 2025 Regular Town Council Meeting Minutes and October 14, 2025 Special Town Council Meeting Minutes as amended,

seconded by Council Member Fuller. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

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.)*

A motion was made by Council Member Yaffe to approve the consent agenda, minus the pulled items (7, 8, 9, 11 and 15) seconded by Council Member D'Amico. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

A motion was made by Council Member Yaffe to reconsider the original motion in order to discuss item on consent and revote, seconded by Council Member D'Amico. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

A motion was made by Council Member Rappaport to reconsider the previous motion in order to discuss item 16 (Guardian Gate Arm) and approve the consent agenda, seconded by Council Member Fuller. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

7. Discussion and possible action to approve the FDOT LAP Agreement for the Broad Causeway ICWW Bridge Design. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE EXECUTION OF A LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH FDOT TO USE GRANT FUNDS TO OFFSET SOME OF THE COSTS ASSOCIATED WITH THE DESIGN OF THE BROAD CAUSEWAY INTRACOASTAL WATERWAY BRIDGE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Council Member Fuller explained that the items under review are primarily for internal purposes. After discussions with the Town Manager, he noted that staff may make minor tweaks to ensure compliance with state requirements. He emphasized that approval should allow for these minor adjustments, so the Town remains in full compliance with the statute.

This discussion applied to items 8 and 9 as well that are being approved under consent.

A motion was made by Council Member Fuller to approve the resolution subject to the approval from the Town Attorney and staff, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

8. Discussion and possible action to approve the FDOT LAP Agreement for the Bay Harbor Waterway Bridge Design. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE EXECUTION OF A LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH FDOT TO USE GRANT FUNDS TO OFFSET SOME OF THE COSTS ASSOCIATED WITH THE DESIGN OF A NEW BRIDGE TO REPLACE THE EXISTING BAY HARBOR WATERWAY BRIDGE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Approved on consent.

9. Discussion and possible action to approve the FDOT LAP Agreement for the Indian Creek Bridge Design. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE EXECUTION OF A LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH FDOT TO USE GRANT FUNDS TO OFFSET SOME OF THE COSTS ASSOCIATED WITH THE DESIGN OF A NEW BRIDGE TO REPLACE THE INDIAN CREEK BRIDGE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Approved on consent.

10. Piggyback Vortex Services Contract with OMNIA Partners, Public Sector, Inc. to line 40 sewer laterals with T Liner. Sponsored by Town Manager Lindsley Noel..

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE APPROVAL OF AN AGREEMENT FOR WATERWORKS MATERIALS, SERVICES, OPERATIONS AND RELATED SOLUTIONS TERM CONTRACT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND VORTEX SERVICES, LLC IN THE AMOUNT NOT TO EXCEED $369,008.40; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

11. Authorize the Town Manager to direct Atkins to perform Transportation, Police Services, and Parks and Recreation Impact Fee Studies as outlined in the attached Task Order. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING ATKINS NORTH AMERICA, INC. TO PERFORM TRANSPORTATION, POLICE SERVICES AND PARKS AND RECREATION IMPACT FEE STUDIES IN ACCORDANCE WITH THE TOWN'S AGREEMENT WITH ATKINS NORTH AMERICA, INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Council Member D'Amico stated that she has a concern with Atkins. She requested that the Town issue an RFP (Request for Proposals) because she is unsatisfied with Atkins' performance on the project. Concerns included lack of specialty in this type of work, poor communication, and a difficult working relationship. She emphasized that this work is not typical and should be subject to a competitive bidding process, seeking at least two additional bids.

Mayor Salver asked what is entailed in order to start the process all over again.

Town Manager Noel clarified that an RFQ (Request for Qualifications) was not initially issued, but the Town engaged five CCNA engineering firms, which is considered proper procedure. Atkins was the only respondent, providing experience that included impact fee studies for other municipalities. He noted that if the Council desires, they can issue an RFQ to gather additional qualifications. However, it was emphasized that timing is critical for updating the Town's impact fees, which have not been raised in several years. He stated that delays could prevent the Town from collecting fees from developers as projects reach Temporary Certificate of Occupancy (TCO), with the largest current project (the Well development) already moving toward final occupancy.

Mayor Salver asked how long does this study take.

Finance Director Bryan stated it usually takes six weeks.

Discussion among the council took place regarding the timeline for the impact fee study to be completed and the timeline for issuing a new RFP.

Council Member Fuller brought to the attention of the Council that there is a movement in Tallahassee to possibly eliminate impact fees this year. He noted that the Town may be finalizing the work just in time for it to be preempted by state law or other circumstances. He emphasized the importance of acting promptly to avoid missing the opportunity, acknowledging Council Member D'Amico's point but cautioning that delays could reduce the Town's ability to implement the plan or fees effectively.

Mayor Salver agreed with a colleague and asked Finance Director Bryan for clarification regarding impact fee studies. He noted that the work involves three separate elements—transportation, police, and parks. It was explained that the consultant can complete one element at a time, with each element taking approximately six weeks, meaning the full process would take about 18 weeks to complete all three elements.

Finance Director Bryan stated that is what they proposed but if it is the Council's desire, he will go back and ask them to fast track the process.

Council Member Yaffe expressed his concern and stated that the Town is asking for three different types of impact fees and they need to take six weeks for each portion is unreasonable.

Town Manager Noel clarified that they are asking for two new impact fees. The Town currently has impact fees for Parks and Recreation, Sewers, Sewage and a surcharge for stormwater. They are asking for Police and Transportation impact fees now.

After a lengthy discussion regarding the timeline for the impact fee study as well as the timeline for the issuance of a new RFP, the following motion was made.

A motion was made by Council Member Yaffe to approve the resolution as amended requesting Atkins to complete all three impact fee studies in 6 weeks, if they cannot complete it within that time frame, then the Town will deny Atkins CCNA and issue a new RFP with the Town Attorney's approval to the legality, seconded by Council Member Fuller. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

12. Consideration and Approval of a resolution to enter into a Five (5) year agreement with Axon for the implementation of a Drone as First Responder (DFR) Program for the Police Department and the Building Department. Sponsored by Town Manager Lindsley Noel.

> **A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE MASTER SERVICES AND PURCHASING AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND AXON ENTERPRISES, INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

Approved on consent.

13. Discussion and possible action to enter into a piggyback agreement with Tampa Crane and Body for the purchase of a street sweeper. Sponsored by Town Manager Lindsley Noel.

> **A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE AGREEMENT FOR STREET SWEEPERS AND SPECIALTY SWEEPERS, WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND TAMPA CRANE AND BODY ACQUISITION, LLC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

Approved on consent.

14. Consideration and Approval of a resolution exercising the Town's option to renew for two years the contract with Brightview. Sponsored by Town Manager Lindsley Noel..

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE EXTENTION OF THE TOWN'S AGREEMENT FOR LANDSCAPE SERVICES WITH BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR AN ADDITIONAL TWO YEARS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item.

Town Clerk Herbello read the title of the resolution into the record.

Council Member Yaffe expressed longstanding dissatisfaction with BrightView's performance, noting that while some recent improvements have been made (e.g., north and west sides of Broadview Drive), other areas in Town have been neglected. He mentioned that irrigation issues and prioritization of certain areas have contributed to inconsistent service. He stated a preference to renew the contract for only one year instead of the standard two-year renewal, to allow time to assess whether BrightView can improve performance before committing to a longer term.

Council Member Fuller stated that under the current BrightView contract, the Town has the right to terminate with 30 days' notice at any point. This provides flexibility, so if performance does not improve, the Town could end the contract even before the one-year renewal period is completed.

Council Member Yaffe stated that he will vote against a two-year renewal for BrightView. He acknowledged that the Town could terminate with 30 days' notice, he emphasized wanting a one-year renewal to assess performance over the next nine months. If BrightView does not meet expectations, the Town would notify them that the contract will not be renewed and then seek other vendors, putting pressure on BrightView to improve service.

A motion was made by Council Member Yaffe to reject the two year renewal and amend the contract to a one year extension with a one year renewal option depending on their service, seconded by Council Member Rappaport. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

15. Consideration and Approval of a Resolution for the Tenth Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands to January 31, 2026 for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida. Enclosed are the draft Resolution and the Lease Extension agreement

that call for a 3% increase to the rent, on a monthly basis from the previous rental payment. Sponsored by Council Member Joshua Fuller.

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

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Mayor Salver explained the reason for pulling a lease item for further discussion. He noted that current rent increases are minimal (2–3%) and based on an antiquated agreement, using the example of a prior lease for a small portion of Causeway Island at $35,000. He emphasized that the gas station property is highly valuable, and the Town should be charging substantially more rent rather than continuing short-term, modest extensions. He questioned whether a market value study had been conducted and stressed the need for a more consequential adjustment to reflect the property's true value.

Town Manager Noel stated to the best of his knowledge previous Town Manager Lasday did not conduct one.

Council Member Fuller stated it would be very difficult to do since there are no comparables to be able to obtain that information. He explained that the Town is currently using short-term lease extensions for the gas station property due to grant requirements for the bridge project. A long-term lease cannot be executed because due to the property boundaries are not fully defined, and the bridge design may shift the site slightly. He stated that encumbering the property could jeopardize grant funding. He stated that other vendors would be unlikely to take over a short-term lease and obtain necessary licensing. He noted that once funding for the bridge is secured and the land boundaries are finalized, the Town can pursue a long-term lease and determine an appropriate rent. While this approach is temporarily uncomfortable, it ensures the Town can move forward with the bridge project.

Mayor Salver stated that he is not suggesting doing a long term lease but asked if there are any prohibitions for the Town to increase the rent to some form of market value.

Council Member Fuller acknowledged the current situation with the gas station lease, noting that while the tenant is established and the short-term arrangement is working, there is a point at which the lease must legally go out for competitive bid. Currently, a long-term lease cannot be executed because the exact land boundaries are not finalized. He suggested revisiting the issue in January, when the land diagram and bridge project updates may allow for a more substantial lease agreement. He emphasized that short-term extensions do not trigger competitive bidding, but a long-term lease will eventually need to comply with legal requirements to ensure fairness. He suggested an additional $3,000 per month.

Mayor Salver stated that the short-term lease payments will continue to increase gradually until a long-term agreement can be established. He noted that the current lease for a small portion of the property, is significantly below market value relative to what the tenant controls. He clarified that they are not advocating for a sudden or excessive jump, but simply acknowledging that rent should increase over time until a proper long-term arrangement is reached.

A motion was made by Council Member Fuller to meet with Sunshine Gasoline in January to renegotiate at $15,000 a month as a short term lease and for now to leave the rent amount as is and bring back the item at the January Town Council Meeting, seconded by Council Member Diallo. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

16. Discussion and possible action to enter into an agreement with Guardian Access Solutions for the purchase and installation of gate arms at 9500 and 9600 West Broadview Drive. Sponsored by Council Member Joshua Fuller.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE AGREEMENT BY AND BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND ACCESS CONTROL SYSTEMS, LLC dba GUARDIAN ACCESS SOLUTIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Approved on Consent.

17. Discussion and Possible action regarding a request from the 8th Grade Committee of the Ruth K. Broad PTA for a donation of $4,500 towards the 2026 graduation. Enclosed are the request and the Town's Request Funding Form. Sponsored by Council Members Joshua Fuller and Robert Yaffe.

Approved on Consent.

Council Member Rappaport commented on street sweeping operations, noting that while purchasing a Town-owned street sweeper is beneficial, it is important to inform residents

and the community when streets will be cleaned. They explained that currently, the sweeper mainly moves surface debris rather than deeply cleaning soil, so communication about schedules would improve effectiveness and public awareness.

Town Manager Noel addressed the concern regarding Council Member Rappaport's comments on the street sweeper. The Town is planning on having it every day which is a big difference from the services they currently have. They will come up with a schedule and advise the residents in advance.

Ordinances on Second Reading:

18. Consideration and approval of an Ordinance on second reading creating Chapter 2, Article III for "Lobbyist Registration Fee". Sponsored by Town Manager Lindsley Noel..

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; ADDING CHAPTER 2, ARTICLE III TO THE TOWN CODE OF ORDINANCES TO PROVIDE FOR LOBBYIST REGISTRATION AND FEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Town Manager Noel noted that previously the Town did not charge lobbyist registration fees. The new ordinance will establish fees for lobbyist registration, aligning the Town with other municipalities that charge for this process. He also thanked the Town Clerk for bringing forward the ordinance change.

Mayor Salver opened the floor to public comments.

The following individuals from the public spoke:
Francis Neuhut spoke regarding the lobbyist that represented the church by the sea and Bal Harbour shops and that was a conflict.

Mayor Salver closed the floor to public comments.

A motion was made by Council Member Yaffe to approve the ordinance on second reading, seconded by Council Member D'Amico. The motion carried with 6-0.

Ordinances on First Reading:

Deferred Items:

Town Manager Items:

19. Consideration and Approval of a Resolution regarding a Budget Amendment to the FY 2024-2025 Budget. Attached is a copy of the draft Resolution with supporting documents. Sponsored by Town Manager Lindsley Noel.

> **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE 2024/2025 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A";AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2024/2025 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE**

Town Manager Noel read the title of the item into the record,

Town Clerk Herbello read the title of the resolution into the record.

Finance Director Bryan provided a summary of the item.

A motion was made by Council Member Fuller to approve the resolution, seconded by Council Member D'Amico. The motion carried with a 5-0 vote with Vice Mayor Bruder absent and Council Member Yaffe absent at the time the vote was taken.

20. Consideration and Approval of a Resolution regarding a Budget Amendment to the FY 2025-2026 Budget. Attached is a copy of the draft Resolution with supporting documents. Sponsored by Town Manager Lindsley Noel.

> **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE 2025/2026 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A";AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2025/2026 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE**

Town Manager Noel read the title of the item into the record,

Town Clerk Herbello read the title of the resolution into the record.

Finance Director Bryan provided a summary of the item.

A motion was made by Council Member Fuller to approve the resolution, seconded by Council Member Diallo. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

21.. Consideration and Approval of the Regular Council Meeting dates for the 2026 calendar year. Enclosed is a list of the proposed dates. Sponsored by Town Manager Lindsley Noel

Town Manager Noel introduced the item.

The Council discussed the 2026 Town Council Meeting dates and requested the following changes to the calendar: February 11, 2026 to February 18, 2026; April 15, 2026 to April 16, 2026; no meeting the first week of August due to the beginning of school.

Town Council requested for the Town Clerk to provide a new calendar with the requested amendments within a week.

22. Consideration and approval of a resolution designating a weekday (Tuesday, Wednesday or Thursday prior to the election) for Early Voting for the upcoming April 7, 2026, election, pursuant to Section 6-4 of the Town Code. Enclosed is the draft resolution. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, DESIGNATING THE WEEKDAY FOR EARLY VOTING FOR THE APRIL 7, 2026, GENERAL ELECTION, PURSUANT TO SECTION 6-4 OF THE TOWN CODE; AUTHORIZING THE TOWN CLERK TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the resolution title into the record.

Mayor Salver requested that the original election date be changed from April 7, 2026, to April 14, 2026, due to a religious holiday. This change conforms with the Town Code.

Council Members discussed the early voting dates and reached a consensus to provide one day of early voting, scheduled for April 11, 2026.

Discussion took place regarding the organizational Council meeting date. Due to the change in the election date, the organizational meeting will be held on April 22, 2026.

Town Clerk Herbello advised the Council that she will notify the Miami-Dade County Elections Department of the changes and their approval will be required for the change in the election date.

A motion was made by Council Member Fuller to approve the resolution and change the election date from April 7, 2026, to April 14, 2026 and designate 1 day of early voting being April 11, 2026 and holding the organizational meeting on April 22, 2026, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

23. Request for approval of an extension of a temporary Sales Center located at 10301 East Bay Harbor Drive. The current temporary sale center expires December 31, 2025. Placed on the agenda for discussion purposes by Town Manager Lindsley Noel.

Town Manager Noel read the title of the item into the record.

Matt Amster, applicant's representative thanked the Council and stated that they were present on behalf of 10301 Bay Harbor Drive, LLC, the owner of the property currently operating as a sales center. The company is an affiliate of Regency Development Group and has four approved projects within the Town in various stages of permitting and construction, including the property on which the sales center is located. He explained that the applicant is requesting additional time to complete sales for these projects. The request includes an additional year, with an option for a second year, which would help prevent this property from entering construction at the same time as several nearby projects located both south of the site and across the street. The applicant stated that this approach would help reduce construction congestion in the area and promote a better balance, consistent with concerns previously expressed by residents.

Council Member Fuller stated that, clarification was needed. He noted that the applicant was presenting the request with the understanding that there would be no construction on the site for two years; however, there was nothing in the current agreement or proposed extension that would prohibit construction during that period. He asked whether, as part of the extension, the applicant would be willing to commit in writing that there would be absolutely no construction activity on the site for the two-year period.

Mr. Amster stated that the four projects are currently approximately 22% sold and that additional time is needed to continue marketing and sales efforts using the

existing sales center. The applicant noted that the site is attractive and generates limited traffic, and that it is therefore very likely that construction would not occur for an extended period of time.

Council Member Fuller stated that they did not object to the extension itself. However, concern was expressed that the applicant was now presenting the request as a way to ensure there would be no construction on the site for two years, while being unwilling to commit to that condition in writing. He noted that the request was being framed as a means to prevent construction for two years, consistent with residents' earlier comments regarding construction timing, and emphasized that this representation should be formally documented if it is being relied upon.

Council Member Yaffe spoke regarding the yearly renewal fee of $50,000.

Mayor Salver stated that, as a resident of the area, they have personally observed the site and previously described that corner as a relatively calm area. He expressed concern that, given the amount of current and upcoming construction activity in the vicinity, adding construction at this location would significantly worsen traffic and access issues for residents, particularly due to its proximity to other large-scale projects across the street and nearby. He emphasized that while they understood the applicant's position, the cumulative impact of additional construction in that area would be very difficult for residents.

Council Member Fuller requested clarification regarding the proposed extension, emphasizing that for each year the applicant elects to use the sales center, no construction should occur on the site during that year. He explained that if the applicant chooses to extend the sales center for a given year, they cannot simultaneously begin construction, and that this approach is intended to prevent multiple construction projects from occurring at the same time in the area. He reiterated support for the extension, provided that a commitment to no concurrent construction is clearly maintained.

Mr. Amster stated that once all sales are complete, the sales center will no longer be needed. However, the projects are not yet majority sold. Two of the four projects are already well under construction and are expected to be completed within the next year or by early 2027, making sales at the remaining projects critical. Additional sales are needed to ensure the viability of the other two projects.

Council Member Yaffe suggested approving a one-year renewal of the sales center with a $50,000 fee. He further noted that the applicant could return after one year to request a second renewal if needed.

Council Member Yaffe clarified that a one-year renewal could be approved with a fee to be determined. He emphasized that for each year the applicant elects to use

the sales center, no construction should occur on the site during that year. Once the applicant activates a renewal year, they must choose between operating the sales center or beginning construction—both cannot occur simultaneously. He noted that this approach avoids partial-year conflicts and ensures that the applicant makes a definitive decision by the end of each calendar year regarding whether to maintain the sales center or proceed with construction in the following year.

Mr. Amster stated he would have to speak with his client.

Mr. Amster clarified that the property owner will elect, on an annual basis, to refrain from conducting construction activity at the sales center site for that calendar year. He stated that if the owner chooses this option, there would be no construction at the site for that year.

A motion was made by Council Member Yaffe to approve the extension of a temporary sales center at 10301 East Bay Harbor Drive for one year and during that time there will be no construction and for every year they extend the sales center they cannot have construction taking place and a $50,000 fee, seconded by Council Member Diallo. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

24. Discussion and possible action of automated speed enforcement hours of operation. Sponsored by Town Manager Lindsley Noel.

Town Manager Noel noted that there is an ongoing issue with speeding on Kane Concourse. For transparency, the hours of operation for enforcement were discussed. Enforcement covers both the 15-mile-per-hour and 30-mile-per-hour speed zones. Citations are only issued after an officer verifies that a vehicle is exceeding the speed limit by more than 11 miles per hour. For example, a vehicle would need to be traveling at 26 mph in the 15 mph zone or 41 mph in the 30 mph zone for a citation to be issued, which represents a significant speed over the posted limits. There is a statute that allows us to do the 30 miles per hour, and there is also a statute that allowed us to do the 15 miles per hour. He stated he was bringing this before them for transparency purposes.

Council Member Fuller noted that several residents had requested additional signage for the speed zones on Kane Concourse. The concern is that drivers entering from certain directions may not see existing signs, as signage is currently more prominent on one side of the road. He suggested installing additional signs, particularly on the east side, to ensure visibility comparable to the west side.

Town Manager Noel stated that the state actually does require us to put signs, and specifically FDOT also does.

A motion was made by Council Member Yaffe to ratify the speed from 15 mph to 30 mph, place more signs on the east island, as long as it is accordance with State Statutes, seconded by Council Member Diallo. The motion carried with a 5-0 with Vice Mayor Bruder absent and Mayor Salver absent at the time the vote was taken.

Discussion Items:

25. Discussion and Possible Action regarding a vote of no confidence in our current Town Attorneys and direction to the Town Manager to issue a Request For Proposal (RFP) for Town Attorney services. Sponsored by Council Member Teri D'Amico.

Town Manager Noel read the title of the item into the record.

Council Member D'Amico expressed frustration regarding a recent special meeting, noting that two Council Members and the speaker had previously discussed with the Town Attorney, Skip Miller, whether the issue concerning debris at the site (Item 3) should be included. She stated that Town Attorney Miller was not aware of prior communications from a testifying resident and had not addressed a list of five questions submitted in advance. As a result, she indicated they had no legal counsel available during the meeting to clarify or confirm points that were important to them. She stated that the issue was not urgent and questioned why it was included on the agenda under those circumstances. Based on this experience, she expressed support for issuing a Request for Proposal (RFP) to seek new Town Attorney services, citing dissatisfaction with the current attorney's performance.

Council Member Yaffe asked Council Member D'Amico regarding the item where it states "vote of no confidence" and if that is her intention.

Council Member D'Amico stated that her intent is for an RFP for Town Attorney services only.

Town Attorney Johnson clarified their recollection of the prior conversation regarding the special meeting. He stated that, contrary to the Council Member's representation, they had been asked whether Town Attorney Miller had spoken with them about the five questions submitted in advance. He confirmed that they had been made aware of the questions. They further explained that they did not comment on the items at the meeting because, given the ongoing discussion on the dais, it was not appropriate to intervene. He emphasized that when a specific question was addressed to them, they responded in accordance with their duties and the law. He respectfully disagreed with the Council Member D'Amico's characterization of the conversation.

Council Member D’Amico stated that she had asked the Town Manager whether he had received any information from the applicant regarding the issue under discussion. She stated that he confirmed that he had not received any information. She indicated that this question had not been previously answered during the meeting and that they were seeking confirmation.

Council Member Rappaport stated that there are two key considerations regarding the Town Attorney. First, the law firm is responsible for providing an attorney to serve as the Town Attorney. Second, if the assigned attorney is unavailable, it is the firm’s responsibility to ensure proper coverage and address issues in a timely manner. He emphasized that this concern is not personal but relates to whether the firm can provide the best service to the Town. He noted that this consideration should guide the Council’s decision regarding the potential vote of no confidence.

Council Member Fuller expressed a different perspective regarding the potential vote of no confidence. He noted that in recent months, several significant items required attention, including work related to a special meeting and document revisions. He stated that they have had excellent communication with the Town Attorney, Skip Miller, who has been responsive even outside of regular business hours, including weekends. He acknowledged that while communication may not be perfect, the response time and efficiency have improved significantly, and important matters are being addressed. Based on his experience, he indicated his intention to vote against the motion, citing a desire not to disrupt ongoing progress.

Council Member Yaffe suggested tabling this for a few months to April because he does not want to make any midstream changes.

A motion was made by Council Member D’Amico to postpone the issuance of an RFP until April 2026, seconded by Council Member Rappaport. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

26. Discussion and possible action to name the park located at 9600 West Bay Harbor Drive "Gateway Park". Sponsored by Council Member Teri D'Amico.

Town Manager Noel read the title of the item into the record.

Council Member D’Amico spoke regarding the naming of a proposed park, expressing concern with the term “Kayak Park.” She referenced previous discussions regarding the Gateway properties, which were intended to provide all residents—particularly those living in the interior of the island—access to the water. She noted that the current concept, as a “Kayak Park,” might imply that only kayakers are welcome, which was not the original intent of the Gateway properties. She suggested the alternative name “Gateway Park,” emphasizing that it better reflects the purpose of the space, provides a unifying identity for the East and West Islands, and aligns with the vision of public water access for all residents rather than a single activity.

Discussion among the council took place regarding the possibility of changing the name. Suggestions were provided to rename the park and have the renaming after the park is complete.

27. Discussion and possible action to approve a resolution adopting Robert's Rules of Order as the parliamentary procedure for the Town Council. Sponsored by Council Member Teri D'Amico.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING ROBERT'S RULES OF ORDER, NEWLY REVISED, AS THE PARLIAMENTARY AUTHORITY GOVERNING THE PROCEDURES OF THE TOWN COUNCIL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Council Member D'Amico introduced the item.

Council Member Yaffe commented on the use of Robert's Rules of Order, noting that while the rules can be referenced in specific procedural situations, they should not be strictly binding on the Council's operations. He emphasized that the Council has developed its own decision-making practices over the years, which generally function well, and that rigid adherence to Robert's Rules is not necessary for routine proceedings.

Council Member D'Amico noted that certain recent events involving staff may highlight procedural issues that differ from typical practice. He suggested that these situations could provide an opportunity to identify key procedural considerations or areas where clarification may be needed.

Council Member Fuller agreed that the Council should not be strictly bound by Robert's Rules of Order. He expressed concern that formally adopting and adhering rigidly to Robert's Rules could create unnecessary opportunities to challenge proceedings over minor procedural issues. He noted that strict adherence can be cumbersome, citing personal experience on a previous committee where following every rule—such as always speaking "through the chair"—was overly restrictive. He suggested that while the Council should not adopt the full rules, certain elements or best practices could be selectively incorporated to improve the Council's operations.

Council reached consensus to not move forward with this resolution.

28. Discussion and Possible Action to remove the gates at the 92nd Street Dog Park. Sponsored by Council Member Teri D'Amico

Town Manager Noel read the title of the item into the record.

Council Member D'Amico discussed the fencing and gate configuration at the human park, noting that it was installed approximately seven to eight years ago and was not originally intended. They explained that while much of the fence is obscured by landscaping, the location of the gates affects pedestrian access. Specifically, the sidewalk inside the gate is used because the sidewalk along that portion of the street was removed. She highlighted that this design creates difficulties for individuals with disabilities, who must navigate around the park and through the parking lot. She referenced prior discussions and drawings suggesting that removing two gates would improve access and requested clarification on why that recommendation was not implemented. She emphasized that the human park is unique in design compared to other parks and requires careful consideration due to its location on a corner.

Mayor Salver noted that, at the Town Manager's suggestion, they reviewed the park in question. They observed that the park is unique due to its corner location and the presence of exercise equipment, which distinguishes it from other parks. He inquired whether the concerns related to the park's design were primarily a matter of public safety.

Town Manager Noel noted that the presence of exercise equipment in the park makes it more inviting and distinguishes it from passive parks. He suggested that any decisions regarding modifications or safety measures should be guided by the findings of an engineering study to ensure public safety.

Council Member Yaffe noted a concern regarding children running in the middle of the street near the park. He also referenced a prior proposal to add another basketball court in the area, suggesting that any future improvements should take pedestrian safety into account.

Council Member D'Amico commented on the aesthetic and usability aspects of the park, noting that it is beautifully designed and reminiscent of well-planned parks such as Battery Park City in New York. She observed that the park is tree-lined, shaded, and inviting, and suggested that if access were improved—such as by adjusting the gates—it would likely encourage greater use by residents for walking and socializing.

Consensus was reached by council to discuss this item at the Town Council Retreat.

Adjournment:

There being no further business to discuss before the council, a motion was made by Council Member Fuller seconded by Council Member Yaffe to adjourn the meeting at 10:00 p.m.

Accepted this _____ day of _____, 2025.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 3.

ITEM: Consideration and approval of a resolution renewing an agreement between the Town of Bay Harbor Islands and David Caserta Government Relations, Inc. for consulting services related to government relations efforts at the State level.

DESCRIPTION:
Staff recommends that the Town Council approve the attached Resolution renewing a contract with David Caserta Government Relations, Inc. for a fee of $60,000 payable in installments of $5,000 on November 1, 2025 and $5,000 payable on the 1st day of each month thereafter with the last payment due and payable on October 31, 2026, and a fee of $63,000 payable in installments of $5,250 on November 1, 2026 and $5,250 payable on the 1st day of each month thereafter with the last payment due and payable on October 31, 2027, for professional lobbying services at the State level.

The contract with David Caserta Government Relations, Inc. for state lobbying service expired on November 1, 2025. Mr. David Caserta submitted a renewal agreement to the Town Manager, expressing his interest to renew his Professional Service Agreement for a five-year term commencing from November 1, 2025 through October 31, 2028.

David Caserta has been the Town's lobbyist for state affairs since 2017. The fee remains the same.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

GL Line Item Number	001.5120.400031.000	18,750
	401.5415.400031.000	30,000
	402.5350.400031.000	26,250
Total Amount Budgeted		75,000
Activity Amount		10,000
Balance		

Remaining	65,000

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Resolution - David Caserta Government Relations Inc
2.	David Caserta-BHI agreement 2025-28-CASERTA

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; PROVIDING FOR THE APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH DAVID CASERTA GOVERNMENT RELATIONS, INC. FOR STATE LOBBYING SERVICES FOR A TERM OF BEGINNING NOVEMBER 1, 2025 AND ENDING OCTOBER 31, 2028; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bay Harbor Islands Town Council has determined it is beneficial to the Town to retain a State lobbyist; and

WHEREAS, on November 1, 2023, the Town Council authorized the Town to enter into an agreement with David Caserta Government Relations, Inc. ("Caserta") for lobbying services at the State level; and

WHEREAS, the existing agreement with Caserta, as previously extended, expired on October 31, 2025; and

WHEREAS, the Town of Bay Harbor Islands wishes to retain Caserta to perform the duties of Lobbyist on the State level.

WHEREAS, the Town Council hereby finds the Agreement between the Town and Caserta, attached hereto as Exhibit A, to be in the best interest of the Town and its citizens.

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

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

Section 2. Approval of Agreement. The Town of Bay Harbor Islands Town Council hereby authorizes the Town Manager to enter into the Agreement with Caserta for a three (3) year term, effective retroactive to November 1, 2025 through October 1, 2028, for an annual fee of

$60,000 for the first year, $63,000 for the second year and $66,150 for the third year.

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

PASSED and ADOPTED this 14th day of January, 2026.

_____
Isaac Salver, Mayor

ATTEST:

_____
Evelyn Herbello, Town Clerk

APPROVED AS TO FORM:

_____
Greenspoon Marder LLP
Town Attorneys
By: Morris G. (Skip) Miller, Esq.

EXHIBIT A - AGREEMENT

AGREEMENT

This Agreement for services is entered into this __ day of January, 2026, effective retroactive to the 1st day of November 2025 by and between, Town of Bay Harbor Islands (Town @ 1030 95th Street, Bay Harbor, Florida 33154) and David Caserta Government Relations, Inc., (Consultant@ 7850 NW 146th St #508, Miami Lakes, Florida 33016).

WHEREAS, Town is a municipal government located in Miami-Dade County; and

WHEREAS, Town is in need of consulting services at the State level; and

WHEREAS, Consultant shall assist Town with its government relations efforts at the State level.

NOW THEREFORE, for ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed as follows:

1. Recitals. The above recitals are true and correct and incorporated as part of this agreement.

2. Consultant Services. Consultant is hereby retained as an independent consultant to Town to assist Town in its government relations efforts at the State level. Consultant will track legislation and work with elected officials and staff in an

effort to provide effective representation in order to ensure modification, passage or defeat of government action. Consultant's services are limited to providing the above stated service and Consultant is not obligated to provide any other additional services without a written amendment to this Agreement. Company Acknowledges that Consultant shall comply with all Lobbying laws and requirements set forth in Florida Statutes 11.045.

3. Term. The term of this Agreement shall commence effective retroactive to November 1, 2025 and end on October 31, 2028.

4. Compensation. In consideration for this Agreement, Town shall pay Consultant a fee of Sixty Thousand Dollars ($60,000.00) for November 1, 2025 to October 31, 2026 services; Town shall pay Consultant a fee of Sixty Three Thousand Dollars ($63,000.00) for November 1, 2026 to October 31, 2027 services; Town shall pay Consultant a fee of Sixty Six Thousand One Hundred and Fifty Dollars ($66,150.00) for November 1, 2027 to October 31, 2028 services. Fee shall be payable as follows;

November 1, 2025 - October 31, 2026

- $5,000.00 payable on November 1, 2025.
- $5,000.00 payable on 1st day of each month thereafter with the last payment due and payable on October 1, 2026.

November 1, 2026 - October 31, 2027

- $5,250.00 payable on November 1, 2026.
- $5,250.00 payable on 1st day of each month thereafter with the last

payment due

and payable on October 1, 2027.

November 1, 2027 - October 31, 2028

- $5,512.50 payable on November 1, 2027.
- $5,512.50 payable on 1st day of each month thereafter with the last payment due and payable on October 1, 2028.

5. Expenses. Town shall also pay the Consultant, for all reasonable costs incurred and all expenditures made on behalf of the Client, including, but not limited to, travel, lodging, and meals in conjunction with representation of the Client. Such amount shall be immediately due and payable. Expenses, for the term of this agreement, shall be limited to $4,500 per year unless modified in writing and authorized by all parties.

6. Relationship of Parties

6.1 Consultant and Town, their agents, representatives, and employees shall, under no circumstances, be deemed partners, joint venturers, agents, employees or representatives of the other. Consultant is an independent contractor and shall not be liable in any way whatsoever for the nature and quality of the work performed by Town. In performing Services under this Agreement, Consultant shall operate as and have the status of an independent contractor and shall not act as or be an agent or employees of Town. All of Consultant’s activities shall be at its own risk and Consultant shall not be entitled to Workers' Compensation or similar benefits or other insurance protection provided by Town. As an independent contractor, Consultant shall be solely

responsible for determining the means and methods for performing the Services. Consultant will determine the time, the place, and the manner in which it will provide the Services. Town will receive only the results of Consultant's Services. Town shall provide no office space, secretarial services, or other support for Consultant's Services.

6.2 The Town agrees that Consultant assumes no liability to the Town or any third party with respect to the performance or the action or inaction of the Town. Consultant agrees that Town assumes no liability to any third party with respect to the performance or the action or inaction of Consultants.

6.3 The Town and Consultant hereby agree to indemnify and hold each other, their officers, directors, shareholders and employees harmless from and against any and all claims, causes, losses, obligations, judgments, liabilities, expenses, damages and costs whatsoever, including attorneys' fees and costs at arbitration, trial and appellate levels, which in any way arise from such Party's action or inaction. This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. brought as a result of his/her involvement in the Program, and agrees to reimburse the Company for any such expenses incurred. The provisions of this paragraph are subject to any applicable limitations or exceptions in Section 768.28, Florida Statutes.

7. Termination. Consultant or Town may terminate this Agreement at anytime for a breach of this Agreement and the non-breaching party shall be entitled to pursue all available legal rights and remedies. The Town may also terminate this

Agreement, with or without cause, upon providing the Consultant with 30 days' advance notice. Should the Town terminate this Agreement for any reason after each year's respective legislative Session commences, it will compensate Consultant for the unpaid balance of Consultant's fee remaining on this agreement for that year.

8. Severability. Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement as if the provision or part declared void or invalid had never been incorporated in the Agreement and the remainder of the Agreement shall continue to bind all parties.

9. Notice. For purposes of serving written notice herein, the respective addresses of the parties, unless changed by notice in writing, shall be as noted in the first paragraph of this Agreement. Any notice required or desired hereunder shall be deemed given upon receipt. Whenever any Party desires to give notice unto any other Party, it must be given by written notice, sent by nationally recognized overnight delivery service, addressed to the Party for whom it is intended, 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 (email) provided such is followed by a hard copy of such notice provided in the manner set forth above.

10. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

11. Jurisdiction and Venue. Jurisdiction and venue shall lie in the State Courts of Miami-Dade County, Florida for any dispute which arises out of this agreement.

12. Modification. This Agreement contains the full terms agreed to by the parties and shall not be modified, except in writing, signed by both parties.

13. Waiver. Failure to enforce any provision hereof shall not constitute a waiver of a party's right thereafter to enforce each and every such provision or any other provision.

14. Arbitration. In the event of any dispute arising out of this Agreement the parties agree that the same shall be submitted for binding arbitration in accordance with the rules of the American Arbitration Association, then in effect. Arbitration shall be in Miami-Dade County, to be held before a single arbitrator.

15. Attorneys' Fees. The prevailing party in any dispute shall be entitled to recover reasonable costs and expenses, including attorneys' fees, including fees for trial and appellate courts.

16. Caption and Numbers. The captions and numbers appearing in

this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such numbers, nor in any way affect this Agreement. Any pronouns or words shall refer to masculine, feminine or neuter, singular or plural, as the context requires.

17. Assignment. This Agreement shall be not be assigned by either party without the consent of the other party, which consent may be granted, withheld or made subject to conditions in the sole discretion of the other party.

18. Authority. The individuals signing below represent and warrant that they have the authority to bind their respective companies to this Agreement.

19. Consultant shall use his best efforts in carrying out the responsibilities set forth in this agreement, but does not guarantee any outcome relating to such services.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date before written.

David Caserta Government Relations, Inc.

By:_____
David Caserta, President (Consultant)

Town of Bay Harbor Islands,
through its Town Manager

By:_____
Lindsley Noel, Manager
(Town Seal)

ATTEST:

By: _____
Evelyn Herbello, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
GREENSPOON MARDER LLP
Morris G. (Skip) Miller, Esq.

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 4.

ITEM: Consideration and Approval of a resolution to authorize the Town Manager to enter into a Master Lease Purchase Agreement with NCL Government Capital for the financing of the street sweeper previously approved by the Town Council.

DESCRIPTION:
Purpose
The purpose of this memorandum is to request authorization for the Town of Bay Harbor Islands to enter into a Master Lease Purchase Agreement with NCL Government Capital to finance the street sweeper approved by the Town Council at its November 12, 2025 meeting.

Background
At the November 12, 2025 Town Council meeting, the Council approved the purchase of a street sweeper through a cooperative purchasing agreement with Tampa Crane and Body under Sourcewell Contract No. 093021-GEP.

To facilitate the acquisition, staff negotiated financing terms with NCL Government Capital under a Master Lease Purchase Agreement. This agreement outlines the payment schedule, insurance requirements, and non-appropriation provisions consistent with municipal lease financing practices. Entering into this agreement will allow the Town to spread the cost of the equipment over multiple budget years while maintaining compliance with procurement and financing regulations.

RECOMMENDED ACTION:
It is recommended that the Town Commission authorize the Town Manager to execute the Master Lease Purchase Agreement with NCL Government Capital, including the payment terms set forth in the proposed agreement, for the financing of the street sweeper.

FINANCIAL ANALYSIS:

- **GL Line Item Number:** 406.5380.400064.000
- **Total Amount Budgeted:** $61,000
- **Lease Purchase Terms:** As outlined in the proposed NCL agreement

BUDGET IMPACT:

Submitted By: Gerald Bryan, Finance Director

ATTACHMENTS

1.	11.12.25 Staff Memo-Street Sweeper
2.	Cover Letter
3.	Master Lease with NCL
4.	8038-G (2021)
5.	Lessee Resolution with NCL(63405660.2)

AGENDA ITEM REPORT
November 12, 2025

ITEM NUMBER: 13.

ITEM: Discussion and possible action to enter into a piggyback agreement with Tampa Crane and Body for the purchase of a street sweeper. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:

Purpose:
The purpose of this memorandum is to request authorization for the Town of Bay Harbor Islands to utilize a cooperative purchasing agreement, through Sourcewell, with Tampa Crane and Body for the purchase of a street sweeper.

Background:
Sourcewell is a government cooperative purchasing program that offers competitively solicited contracts to public agencies. By utilizing the Sourcewell contract with Tampa Crane and Body, the Town may “piggyback” on this competitively bid agreement, ensuring compliance with procurement requirements while achieving cost savings and operational efficiency.

Discussion:
The Town of Bay Harbor Islands requires regular street sweeping services to maintain clean and safe streets, enhance stormwater drainage, and improve community appearance. Tampa Crane and Body, an authorized Sourcewell vendor under Sourcewell Solicitation No. RFP No. 093021.

By piggybacking off this existing contract, the Town will avoid the time and expense of conducting a separate solicitation process while benefiting from competitively negotiated pricing and service terms already established by Sourcewell.

RECOMMENDED ACTION:

Recommendation:
It is recommended that the Town Commission authorize the Town Manager to enter into an agreement with Tampa Crane and Body for the purchase of a street sweeper by piggybacking off the existing Sourcewell Contract No.093021-GEP.

FINANCIAL ANALYSIS:
GL Line Item Number: 406.5380.400064.000
Total Amount Budgeted: $15,000
Activity Amount: 0
Balance Remaining: $15,000

Elsewhere on tonight's agenda we have an item to appropriate an additional $46,000 to cover the estimated first year cost of the street sweeper.

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Glob. Env. Prod. Contract 093021
2.	Bay Harbor Islands Karcher 250 - Tampa Crane - Purchase Agreement - Version 1
3.	Resolution Tampa Crane _ BHI(62583512.1)

Town of Bay Harbor Islands
1030 95th St
Bay Harbor Islands, FL 33154

Enclosed you will find finance documentation for your recent equipment purchase. Please review, sign, and date all the enclosed documents. Be sure to completely list your insurance information. Do not alter documents in any way.

Please return the following items to my attention:

- Master Lease Purchase Agreement
- Exhibit A – Description of Equipment
- Exhibit B – Schedule of Payments
- Exhibit E – Lessee Resolution
- Exhibit F – Bank Qualified Certificate
- Exhibit G – Agreement to Provide Insurance
- Exhibit H – Lessee Certificate
- Notice of Assignment and Letter of Direction
- Internal Escrow Letter
- Lease Payment Instructions
- Exhibit C-1 – Payment Request and Partial Acceptance Certificate
- Exhibit C-2 – Final Acceptance
- 8038-G

Copy of Tax Exempt Certificate

Include in the return documentation a check in the amount of **$500.00** made payable to Lease Servicing Center, Inc. dba NCL Government Capital. This is the one-time documentation & processing fee of $500.00.

Please call me at 320-763-7600 with any questions you may have and thank you for your business. We hope to continue to work with you for many years to come. Please let us know if we can be of any assistance in the future!

Sincerely,

Tyler Norum

Enclosures

MASTER LEASE PURCHASE AGREEMENT

Lessee
Town of Bay Harbor Islands
1030 95th St
Bay Harbor Islands, FL 33154

Lessor
Lease Servicing Center, Inc. dba NCL Government Capital
510 22nd Ave E., Ste 501
Alexandria, MN 56308

Dated as of November 20, 2025

This Master Lease Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires from time to time to lease the Equipment described in Equipment Schedules (each a "Schedule") to be attached hereto to Lessee and Lessee desires to lease such Equipment from Lessor subject to the terms and conditions of this Agreement, which are set forth below, and the applicable Schedule.

I. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
"Agreement' means this Master Lease Purchase Agreement.
"Budget Year" means the Lessee's fiscal year.
"Commencement Date" is the date when Lessee's obligation to pay rent begins.
"Equipment" means the items of Equipment listed on Exhibit "A" to each Schedule and all replacements, restorations, modifications and improvements.
"Lease" means this Agreement and an individual Schedule hereto, which shall collectively constitute the terms and conditions applicable to the lease of the Equipment subject thereto.
"Lessee" means the entity listed above as Lessee and which is leasing the Equipment from Lessor under the provisions of this Agreement and a Schedule.
"Lessor" means the entity originally listed above as Lessor or any of its assignees.
"Lease Term" means the Original Term and all Renewal Terms applicable to a Lease.
"Original Term" means the period from the Commencement Date until the end of the Budget Year of Lessee.
"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee's Budget Year.
"Rental Payments" means the payments Lessee is required to make under this Agreement as set forth on Exhibit "B" to each Schedule made subject thereto.
"Schedule" means a schedule substantially in the form attached hereto and all exhibits thereto pursuant to which Lessor and Lessee agree to the lease of the Equipment described therein and which together with the terms of the Agreement applicable thereto constitutes an individual Lease.
"State" means the state in which Lessee is located.

II. Lessee Warranties

Section 2.01. With respect to each Lease, Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees:

(a) Lessee is the State or a political subdivision of the State within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") or a constituted authority authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of the treasury regulations promulgated under the Code.
(b) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and each Schedule, and has used such authority to properly execute and deliver this Agreement and each Schedule. Lessee has followed all proper procedures of its governing body in executing this Agreement and each Schedule. The Officer of Lessee executing this Agreement and each Schedule has the authority to execute and deliver this Agreement and such Schedule. This Agreement and each Schedule constitute a legal, valid, binding and enforceable obligation of the Lessee in accordance with their terms.
(c) Lessee has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement and each Schedule.
(d) Lessee shall use the Equipment only for essential, traditional government purposes.
(e) Should the Lessee cease to be an issuer of tax exempt obligations or if the obligation of Lessee created under any Lease ceases to be a tax exempt obligation for any reason, then Lessee shall be required to pay additional sums to the Lessor or its assignees so as to bring the after tax yield on any Lease to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt.
(f) Lessee has never non-appropriated funds under an agreement similar to this Agreement.
(g) Lessee will submit to the Secretary of the Treasury an information reporting statement as required by the Code with respect to each Lease.
(h) Upon request by Lessor, Lessee will provide Lessor with current financial statements, reports, budgets or other relevant fiscal information.
(i) Lessee shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
(j) Lessee presently intends to continue each Lease for the Original Term and all Renewal Terms as set forth on Exhibit "B" to the Schedule relating thereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

Section 2.02. Escrow Agreement. In the event both Lessor and Lessee mutually agree to utilize an escrow account, then immediately following the execution and delivery of any Schedule, Lessor and Lessee agree to execute and deliver and to cause an escrow agent to execute and deliver an escrow agreement. Such Lease shall take effect only upon execution and delivery of the escrow agreement by the parties thereto. Lessor shall deposit or cause to be deposited with the escrow agent for credit to an equipment acquisition fund the sum specified in such Schedule which shall be held, invested and disbursed in accordance with the escrow agreement.

III. Acquisition of Equipment, Rental Payments and the Purchase Option Price

Section 3.01. Acquisition: Lessee shall advise Lessor of its desire to lease Equipment and of the desired lease terms. Upon agreement by Lessor and Lessee as to the lease of such Equipment and such terms, Lessee shall be solely responsible for the ordering of the Equipment and the delivery and installation thereof. Lessor shall furnish to Lessee a Schedule relating to such Equipment, which shall become effective upon the execution and delivery of such Schedule, all documents contemplated hereby and thereby with respect to such Schedule, and the earlier of Lessee's written acceptance of such Equipment or the deposit into escrow of moneys to pay for such Equipment as provided in Section 2.02. Nothing herein shall obligate Lessor to lease any Equipment to Lessee until Lessor shall have concurred in writing to the lease of such Equipment.

Section 3.02. Rental Payments. Lessee shall promptly pay Rental Payments under each Schedule, from any and all legally available funds, exclusively to Lessor or its assignees, in lawful money of the United States of America. The Rental Payments shall be sent to the location specified by the Lessor or its assignees. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. Lessor shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date. The Rental Payments will be payable without notice or demand.

Section 3.03. Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

Section 3.04. Purchase Option Price. With respect to each Schedule, upon 30 days written notice, Lessee shall have the option to pay, in addition to any

Rental Payment due thereunder, the corresponding Purchase Option Price which is listed on the same line on Exhibit B to such Schedule. If Lessee chooses this option and pays the Purchase Option Price to Lessor then Lessor will transfer any and all of its rights, title and interest in the Equipment subject to such Lease to Lessee.

Section 3.05. Lease Term. The Lease Term of each Lease shall be the Original Term and all Renewal Terms thereunder until all the Rental Payments due thereunder are paid as set forth in the applicable Schedule except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not terminated a Lease pursuant to Section 4.01 hereof then the Lease Term for such Lease shall be extended into the next Renewal Term and the Lessee shall be obligated to make the Rental Payments that come due during such Renewal Term.

Section 3.06. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.

IV. Non-Appropriation

Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term under any Lease, then Lessee shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term with respect to such Lease. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under such Lease for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under such Lease regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment subject to such Lease to Lessor as provided herein and conveyed to Lessor or released its interest in such Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" to the Schedule for such Lease which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor or to a location designated by Lessor at Lessee's expense. Lessee shall be liable for all damage to the Equipment other than normal wear and tear. If Lessee fails to deliver such Equipment to Lessor, then Lessor may enter the premises where such Equipment is located and take possession of the Equipment and charge Lessee for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds, Lessee Negligence

Section 5.01. Insurance**.** Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the term of any Lease. Lessee shall provide Lessor with a Certificate of Insurance, which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor.

(c) Provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in (a) and (b) above. Lessee shall furnish Lessor evidence of such self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification.

(d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insured and loss payees and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty 30 days advance notice to Lessor or its assignees. Lessee shall furnish to Lessor certificates evidencing such coverage throughout each Lease Term.

Section 5.02. Damage to or Destruction of Equipment. Lessee assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Lessee will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Lessor, Lessee shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03. Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Lessee shall, at the option of Lessor, either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Lessor.

Section 5.04. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any state or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Lessee which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses including reasonable attorneys' fees of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01. Title. Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment. Title to the Equipment subject to a Lease will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 with respect to such Lease or in the event Lessee defaults under Section 9.01 with respect to such Lease. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessor.

Section 6.02. Security Interest. To secure the payment of all Lessee's obligations under each Lease, Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A" to each Schedule. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Lessee agrees that Lessor or its assignee may execute such additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Lessee which Lessor deems necessary or appropriate to protect Lessor's interest in the Equipment and in this Agreement and each Lease. Lessee authorizes Lessor to record such documentation as necessary for Lessor to perfect its security interest.

Section 6.03. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

VII. Assignment

Section 7.01. Assignment by Lessor. All of Lessor's rights, title and/or interest in and to each Lease may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees (including a registered owner for lease participation certificates) by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due under each Lease to or at the direction of Lessor or the assignee named in the notice of assignment. Any assignee's rights shall be free from all defenses, set-offs or counterclaims which Lessee may be entitled to assert against Lessor, and Lessor's obligations hereunder and under each Lease shall not be binding on any assignee or sub-assignees. Lessee shall keep a complete and accurate record of all such assignments.

Section 7.02. Assignment by Lessee. None of Lessee's right, title and interest under this Agreement, each Lease and in the Equipment may be assigned by Lessee unless Lessor approves of such assignment in writing before such assignment occurs and only after Lessee first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01. Lessee shall keep the Equipment in good repair and working order. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicles, then Lessee is responsible for obtaining such titles from the State and also for ensuring that Lessor is listed as first lien holder on all of the titles. Lessee shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Lessee shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" with respect to a Lease:

(a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" to the Schedule for fifteen 15 days after such payment is due according to the Payment Date listed on Exhibit "B".

(b) Failure to pay any other payment required to be paid under this Agreement and the Schedule at the time specified herein and therein and a continuation of said failure for a period of fifteen 15 days after written notice by Lessor that such payment must be made. If Lessee continues to fail to pay any payment after such period, then Lessor may, but will not be obligated to, make such payments and charge Lessee for all costs incurred plus interest at the highest lawful rate.

(c) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement or the Schedule for a period of thirty 30 days after written notice specifying such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental Payments and other payments discussed above.

(d) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement or the Schedule which proves to be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor under this Agreement or the applicable Schedule.

(e) Any provision of this Agreement or the Schedule which ceases to be valid for whatever reason and the loss of such provision, would materially adversely affect the rights or security of Lessor.

(f) Lessee admits in writing its inability to pay its obligations. Lessee defaults on one or more of its other obligations. Lessee applies or consents to the appointment of a receiver or a custodian to manage its affairs. Lessee makes a general assignment for the benefit of creditors.

Section 9.02. Remedies on Default. Whenever any Event of Default exists with respect to any Lease, Lessor shall have the right to take one or any combination of the following remedial steps:

(a) With or without terminating the Lease, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then current Budget Year to be immediately due and payable.

(b) With or without terminating the Lease, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment subject thereto to Lessor to a location specified by Lessor. Such delivery shall take place within 15 days after the event of default occurs. If Lessee fails to deliver such Equipment, Lessor may enter the premises where such Equipment is located and take possession of such Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of such Equipment, Lessee shall still be obligated to pay the remaining Rental Payments under the Lease due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to such Equipment caused by Lessee or its employees or agents.

(c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof,

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02. Binding Effect. This Agreement and each Schedule shall inure to the benefit of and shall be binding upon Lessee and Lessor and their respective successors and assigns.

Section 10.03. Sever ability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04. Amendments, Addenda, Changes or Modifications. This Agreement and each Lease may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 10.05. Execution in Counterparts: Electronic Execution. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. Each party hereby acknowledges and agrees that this Agreement constitutes an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile, .pdf and DocuSign) and shall be considered original signatures for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time."

Section 10.06. Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.07. Entire Writing. This Agreement and all Schedules executed hereunder constitute the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or any Lease or the Equipment leased thereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement or any Lease will not be binding on Lessor and will not apply to this Agreement or any Lease.

Section 10.08. Jurisdiction and Venue. Lessee irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in Miami-Dade County,

Florida, over any suit, action or proceeding arising out of or relating to this Agreement. Lessee irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Lessee hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Lessee's address shown in this Agreement or as notified to the Lessor and (ii) by serving the same upon the Lessee in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon Lessee.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lessee: Town of Bay Harbor Islands		**Lessor: Lease Servicing Center, Inc. dba NCL Government Capital**	
By:		**By:**	
Typed:	**Lindsley Noel**	**Print:**	
Title:	**Town Manager**	**Title:**	
Date:		**Date:**	

EXHIBIT A

DESCRIPTION OF EQUIPMENT OF LEASE AGREEMENT

RE: Master Lease Purchase Agreement dated as of 11/20/2025 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Town of Bay Harbor Islands (Lessee) and Schedule No. 001 thereto dated as of November 20, 2025.

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	VIN #/Serial Number	Type, Make, Model
1		Karcher MC250 Street Sweeper with Attachments

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

BILLING ADDRESS: 1030 95th St
Bay Harbor Islands, FL 33154

GARAGING ADDRESS: 1030 95th St
Bay Harbor Islands, FL 33154

Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN"), or Serial Number, in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.

Lessee: Town of Bay Harbor Islands		**Lessor: Lease Servicing Center, Inc. dba NCL Government Capital**	
By:		By:	
Typed:	**Lindsley Noel**	Print:	
Title:	**Town Manager**	Title:	
Date:		Date:	

EXHIBIT B

SCHEDULE OF PAYMENTS

Interest Rate = 6.032%
Amount Financed = $256,346.00
Start Date = 1/16/2026

Number	Date	Payment	Interest	Principal	Purchase Option *
1	3/8/2026	$57,934.86	$2,190.69	$55,744.17	N/A
2	3/8/2027	$57,934.86	$12,100.99	$45,833.87	$161,268.21
3	3/8/2028	$57,934.86	$9,336.13	$48,598.73	$110,628.34
4	3/8/2029	$57,934.86	$6,404.49	$51,530.37	$56,933.69
5	3/8/2030	$57,934.86	$3,296.00	$54,638.86	$0.00

***Assumes that all rental payments and other amounts due on and prior to that date have been paid.**

Lessee: Town of Bay Harbor Islands

BY: _____

TYPED: **Lindsley Noel**

TITLE: **Town Manager**

DATE: _____

EXHIBIT E

LESSEE RESOLUTION

Re: Master Lease Purchase Agreement dated as of 11/20/2025, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Town of Bay Harbor Islands (Lessee) and Schedule No. 001 thereto dated as of November 20, 2025.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on _____, 20___ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

1. **Determination of Need**. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 001 to the Master Lease Purchase Agreement dated as of 11/20/2025, between **Town of Bay Harbor Islands** (Lessee) and **Lease Servicing Center, Inc. dba NCL Government Capital** (Lessor).

2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. Town of Bay Harbor Islands is authorized to enter into the lease/purchase financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance their Karcher MC250 Street Sweeper with Attachments from Tampa Crane & Body in the amount of $256,346.00 with 5 annual payments of $57,934.86.

Authorized Individual(s): **Lindsley Noel - Town Manager**
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Print Name: _____ Title: _____
(Print name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Print Name: _____ Title: _____
(Print name of individual who signed directly above) (Title of individual who signed directly above)

EXHIBIT F

BANK QUALIFIED CERTIFICATE

Re: Master Lease Purchase Agreement dated as of 11/20/2025, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Town of Bay Harbor Islands (Lessee) and Schedule No. 001 thereto dated as of November 20, 2025.

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement and Schedule are executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million ($10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Agreement and Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation**. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement and this Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than $10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".

2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement and Supplement are executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than $10,000,000.

By: _____
(Signature of individual authorized to execute this Exhibit)

Typed Name: **Lindsley Noel**
(Typed name of individual who signed directly above)

EXHIBIT G

AGREEMENT TO PROVIDE INSURANCE

Lessee:	Town of Bay Harbor Islands	Lessor:	Lease Servicing Center, Inc. dba NCL Government Capital AOIA
Address:	1030 95th St Bay Harbor Islands, FL 33154	Address:	510 22nd Ave E., Ste 501 Alexandria, MN 56308
Phone:	(305) 315-2731	Phone:	(320) 763-7600

Description of Equipment:

Quantity	VIN #/Serial Number	Type, Make, Model
1		Karcher MC250 Street Sweeper with Attachments Value: $256,346.00

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note Lessor's interest in the equipment and name Lessor as additional insured.

NAME OF AGENT	INSURANCE COMPANY
Name: _____	Name: _____
Address: _____	Policy #: _____
_____	
Phone: _____	
Email: _____	

Lessee: Town of Bay Harbor Islands

BY: _____

TYPED: **Lindsley Noel**

TITLE: **Town Manager**

DATE: _____

EXHIBIT H

LESSEE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of 11/20/2025 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Town of Bay Harbor Islands (Lessee) and Schedule No. 001 thereto dated as of November 20, 2025.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement (the "Lease"). I hereby certify that:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.

2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.

3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:

_____

_____

4. The source of funds (fund Item in budget) for the Rental Payments that come due under Exhibit B of this Lease is as follows:

_____

_____

5. Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental Payments that will come due under Exhibit B because:

_____

_____

Lessee: Town of Bay Harbor Islands

BY: _____

TYPED: **Lindsley Noel**

TITLE: **Town Manager**

DATE: _____

NOTICE OF ASSIGNMENT
AND
LETTER OF DIRECTION

Lease Servicing Center, Inc. dba NCL Government Capital ("Lessor") hereby gives notice to Town of Bay Harbor Islands ("Lessee") that it has assigned all of its rights to receive payments under the Master Lease Purchase Agreement dated November 20, 2025, Schedule No. 001 as set out in Section 7.01, and in any of the Equipment now or hereafter leased thereunder, including without limitation all amounts of rent, insurance, and condemnation proceeds, indemnity or other payment proceeds due to become due as a result of the sale, lease of other disposition of the Equipment, all rights to receive notices and give consents and to exercise the rights of the Lessor under the Lease, and all rights, claims and causes of action which Assignor may have against the manufacturer or seller of the Equipment in respect of any defects therein.

This Master Lease Purchase Agreement requires 5 annual payments of $57,934.86. As of the date of assignment, 5 annual payments of $57,934.86 remain on the contract and should be forwarded to the assignee at the following address:

"ASSIGNEE"

Santander Bank, N.A.
P. O. Box 847386
Boston, MA 02284-7386
1-800-238-4009

FEIN: 23-1237295

* Please list the following as lien holder on vehicle titles:

Santander Bank, N.A.
3 Huntington Quadrangle, #101N
Melville, NY 11747

Any assigned payments received by Lessor are received in trust for assignee and will be immediately delivered to Assignee.

LEASE SERVICING CENTER, INC. DBA NCL GOVERNMENT CAPITAL	**TOWN OF BAY HARBOR ISLANDS**
(Lessor/Assignor)	(Lessee)
BY: _____	BY: _____
PRINT: _____	TYPED: **Lindsley Noel**
TITLE: _____	TITLE: **Town Manager**
DATE: _____	DATE: _____

LEASE PAYMENT INSTRUCTIONS

Lessee: _____

Tax ID#: _____

Invoice Mailing Address: _____

_____

Mail invoices to the attention of: _____

Phone: _____

Fax: _____

Email: _____

Approval of Invoices required by: _____

Phone: _____

Fax: _____

Email: _____

Accounts Payable Contact: _____

Phone: _____

Fax: _____

Email: _____

Processing time for Invoices: _____ Approval: _____Checks: _____

Do you have a Purchase Order Number that you would like included on the invoice? No __ Yes __
PO# _____

Description needed for Lease Payment Invoices (up to 54 characters including a PO#) : _____

_____

Does your PO# change annually? No ____ Yes ____
Processing time for new purchase orders:_____

EXHIBIT C-1

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of November 20, 2025, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Town of Bay Harbor Islands (Lessee) and Schedule No. 001 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 001 (the "Lease"). I hereby certify that:

1. The Equipment described below (comprising part of the Equipment described on Lease Exhibit A) has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to Lessee or the vendor described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.
2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
1	2023	Karcher	MC250 Street Sweeper with Attachments	VIN: WK3442263P5200021	$256,346.00
				Total Cost:	**$256,346.00**
				Down Payment	**$0**
				Total Amount Financed	**$256,346.00**

Vendor Name and Address: Tampa Crane & Body

5701 N 50th St

Tampa, FL 33610

Vendor Federal ID Number: _____

Lessee: Town of Bay Harbor Islands

BY: _____

TYPED: **Lindsley Noel**

TITLE: **Town Manager**

DATE: _____

EXHIBIT C-2

FINAL ACCEPTANCE

Re: Master Lease Purchase Agreement dated as of 11/20/2025, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Town of Bay Harbor Islands (Lessee) and Schedule No. 001 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Final Acceptance Certificate with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 001 (the "Lease"). I hereby certify that:

1. All Equipment described on Exhibit A has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to direct the escrow agent to apply the remaining net proceeds of the Lease to Lessee's next Rental Payment due.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Lessee: Town of Bay Harbor Islands

BY: _____

TYPED: **Lindsley Noel**

TITLE: **Town Manager**

DATE: _____

Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name
Town of Bay Harbor Islands

2 **Issuer's employer identification number (EIN)**
59-6000273

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)
Gerald Bryan

3b Telephone number of other person shown on 3a
(305) 315-2731

4 Number and street (or P.O. box if mail is not delivered to street address) — Room/suite
1030 95th St

5 Report number *(For IRS Use Only)*
3

6 City, town, or post office, state, and ZIP code
Bay Harbor Islands, FL 33154

7 Date of issue
11/20/2025

8 Name of issue
Master Lease Purchase Agreement Dated as of November 20, 2025

9 CUSIP number

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information
Lindsley Noel - Town Manager

10b Telephone number of officer or other employee shown on 10a
(305) 315-2731

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶ One (1) Karcher MC250 Street Sweeper with Attachments	18	$256,346.00
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	1/10/2030	$ 256,346.00	$	4.167 years	6.032 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest		22	
23	Issue price of entire issue (enter amount from line 21, column (b))		23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28		
29	Total (add lines 24 through 28)		29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____

c Enter the EIN of the issuer of the master pool bond ▶ _____

d Enter the name of the issuer of the master pool bond ▶ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶ _____

c Type of hedge ▶ _____

d Term of hedge ▶ _____

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ _____

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative Date

▶ _____ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶	Firm's EIN ▶
Firm's address ▶	Phone no.

RESOLUTION NO. ___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A MASTER LEASE PURCHASE AGREEMENT WITH LEASE SERVICING CENTER, INC. DBA NCL GOVERNMENT CAPITAL, FOR THE LEASE/PURCHASE FINANCING OF A KARCHER MC250 STREET SWEEPER FROM TAMPA CRANE & BODY IN THE AMOUNT OF $256,346.00 WITH 5 ANNUAL PAYMENTS OF $57,934.86; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, on _____, 2025, the Town entered into an agreement to purchase a Karcher MC250 Street Sweeper (the "Equipment") from Tampa Crane & Body (the "Agreement"); and

WHEREAS, the Town desires to finance the acquisition of the Equipment through a Master Lease Purchase Agreement with Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) dated as of 11/20/2025, Schedule No. 001 thereto dated as of November 20, 2025, copies of which are attached as Exhibit "A" hereto; and

WHEREAS, the Town Council believes that it is in the best interest of the Town to enter into the Agreement.

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

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

2. **Determination of Need**. The Town Council has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 001 to the Master Lease Purchase Agreement dated as of 11/20/2025, between **Town of Bay Harbor Islands** (Lessee) and **Lease Servicing Center, Inc. dba NCL Government Capital** (Lessor).

3. **Approval and Authorization**. The Town Council has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Town Council hereby approves the entering into of the Agreement and Schedule by the Town and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on the Town's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. The Town of Bay Harbor Islands is authorized to enter into the lease/purchase financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance their Karcher MC250 Street Sweeper with

Attachments from Tampa Crane & Body in the amount of $256,346.00 with 5 annual payments of $57,934.86.

Authorized Individual(s): **Lindsley Noel - Town Manager**
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

4. **Determination of Need**. The Town Council has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 001 to the Master Lease Purchase Agreement dated as of 11/20/2025, between **Town of Bay Harbor Islands** (Lessee) and **Lease Servicing Center, Inc. dba NCL Government Capital** (Lessor).

5. 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.

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

7. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 14th day of January, 2026.

ISAAC SALVER, MAYOR

ATTEST:

EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM:

GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 5.

ITEM: Discussion and possible action to enter to authorize the Town Manager to utilize the NASPO ValuePoint cooperative purchasing contract to procure OpenGov's ERP suite. This will allow the Town to transition from its current Tyler Incode 10 system to a modern, cloud-based platform that integrates financial management, budgeting, and utility billing.

DESCRIPTION:
Discussion
The proposed implementation includes the following OpenGov modules:

- Financial Management – Modern fund accounting, general ledger, accounts payable/receivable, and financial reporting.
- Budgeting & Planning – Integrated with financials, eliminating the need for a separate budgeting system.
- Utility Billing – Unified billing and customer service tools with online payment options.

Benefits of OpenGov relative to Tyler Incode 10:

- Integrated solution: Budgeting, financials, and utility billing are all part of one system, reducing duplication and eliminating the need for separate budgeting software.
- Accessibility of financial information: Department heads will have easier access to real-time financial data, improving decision-making and accountability.
- Ease of use: OpenGov's modern, intuitive interface reduces training time and improves staff adoption compared to Incode's more traditional design.
- Transparency & citizen engagement: Public-facing dashboards enhance accountability and communication with residents.
- Cloud-native architecture: Reduces IT overhead, ensures scalability, and provides continuous updates without disruptive upgrades.

By adopting OpenGov, the Town will modernize its ERP environment, streamline workflows, and improve both internal efficiency and external service delivery.

RECOMMENDED ACTION:
It is recommended that the Town Commission authorize the Town Manager to enter into an agreement with OpenGov for the implementation of the integrated ERP suite (Financial Management, Budgeting, and Utility Billing) by utilizing pricing and terms available under the NASPO ValuePoint Contract No. 43230000-NASPO-16-ACS and authorize the Town Manager to make non-substantive changes to the scope of work prior to execution.

FINANCIAL ANALYSIS:
The transition to OpenGov will require upfront implementation costs of $135,000 to $150,000, and we will have to license the existing platforms and OpenGov simultaneously during the implementation — $100,000; but we anticipate that the transition will reduce ongoing operational costs in future years and improve efficiency.

GL Line Item Number: 001.5130.400066.000
Total Amount Budgeted: $250,000
Activity Amount: 0
Balance Remaining: $250,000

Note, the attached quote shows the pricing for 6 years. However, under the Terms of the NASPO ValuePoint cooperative purchasing contract (specifically Section 2.3.2 Termination for Convenience of Amendment No 2, the Florida Department of Management Services and other governmental entities, have a unilateral right to terminate the agreement, in whole or in part, for convenience at any time.

BUDGET IMPACT:

Submitted By: Gerald Bryan, Finance Director

ATTACHMENTS

1.	Bay Harbor Islands FL _ OpenGov Budgeting Performance _ Demonstration
2.	BHI Agreement with Carasoft Technologies for Cloud Solutions(63144288.4)
3.	Resolution Carasoft _ BHI (Cloud Solutions)(63150548.2)
4.	1501863892_Cloud Solutions-Carasoft-FL-2016-2026-Executed PA-ACS (1)
5.	FL_Amendment_1
6.	FL_Amendment_2
7.	Carahsoft - OpenGov - 12.23.2025 - Quote 61792687
8.	Town of Bay Harbor Islands, FL_PS-10038_SOW_v3
9.	Town of Bay Harbor Islands, FL_PS-10038_Expert Services_SOW_v1

OpenGov

Bay Harbor Islands, FL

Budgeting & Performance Demonstration

OpenGov ERP

Budgeting & Performance

Procurement & Contract Management

Financial Management

Tax & Revenue Collection

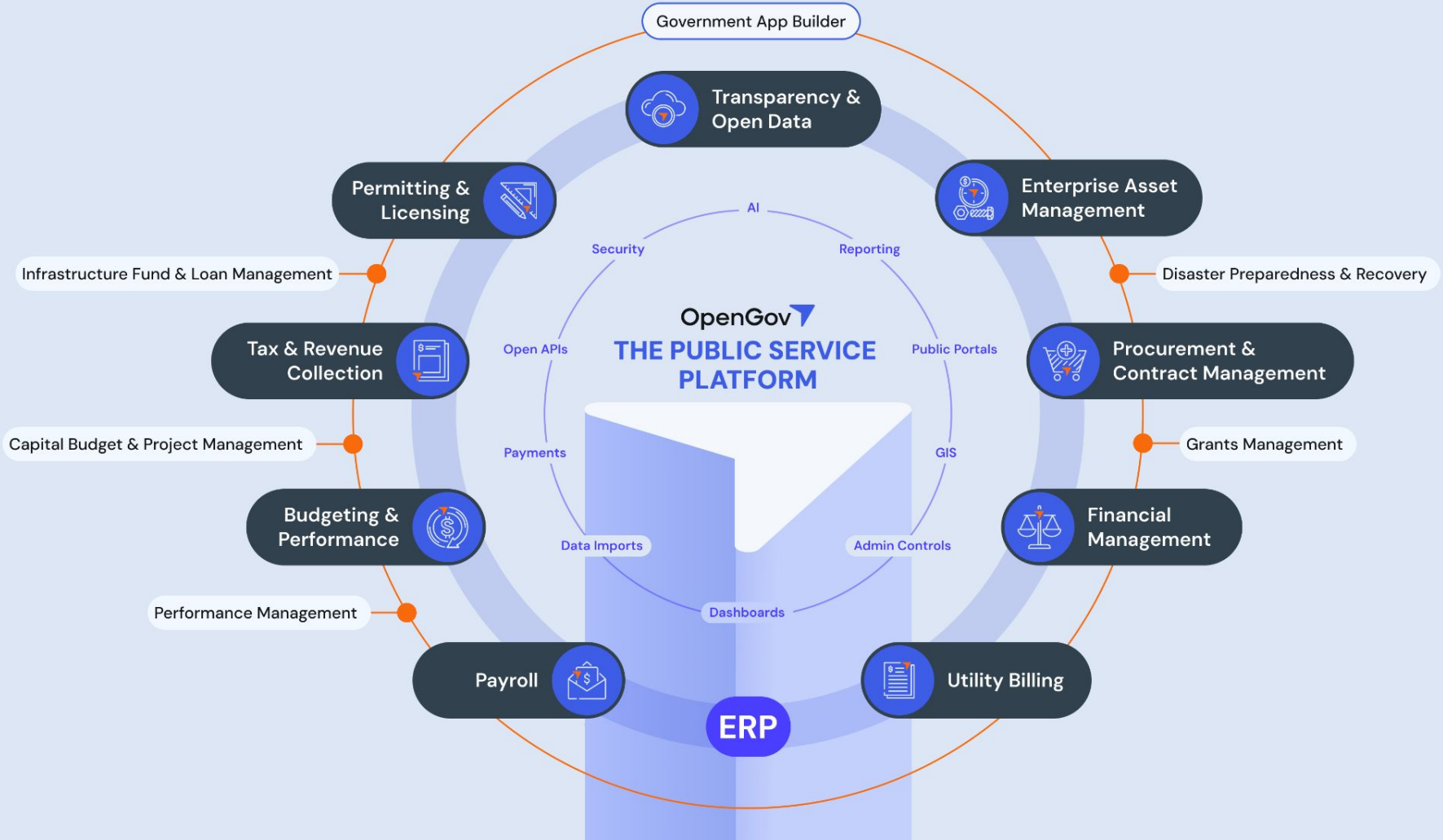
Asset Management

Permitting & Licensing

OpenGov Platform

GIS | Artificial Intelligence | Dashboards | Real-time Reporting | Performance | Public Engagement | Security & Compliance (SOC 2 & 3, StateRAMP, TX-RAMP) | Multi-Tenant Cloud | Uptime | No Version Lock | Automatic Upgrades | | Mobile | Scalability

OpenGov


Government App Builder
Transparency & Open Data
Permitting & Licensing
Enterprise Asset Management
Infrastructure Fund & Loan Management
Disaster Preparedness & Recovery
Tax & Revenue Collection
Procurement & Contract Management
Capital Budget & Project Management
Grants Management
Budgeting & Performance
Financial Management
Performance Management
Payroll
Utility Billing
ERP
AI
Security
Reporting
Open APIs
Public Portals
Payments
GIS
Data Imports
Admin Controls
Dashboards
OpenGov
THE PUBLIC SERVICE PLATFORM

Financial Management

The ERP of High-Performance Public Servants

CENTRALIZED ACCOUNTING

General Ledger, AP, Purchasing, AR, Fixed Assets, Cash Receipts, and Bank Rec

DIGITAL WORKFLOWS

Eliminate paper with auditable processes and documents in one place

FINANCIAL REPORTING

Self-service reports and inquiries for finance, departments, execs, and auditors

UTILITY BILLING

Simplified billing and flexible payments for metered and unmetered services

MODERN CLOUD

A single source for strategic decision-making, spend control, revenue collection.

OpenGov

The Changing ERP Landscape

What You're Stuck With

Retrofit Systems
Big-name ERPs weren't built for you. They were built for corporations, then repackaged for the public sector.

Disconnected Tools
Budgeting in one system. Procurement in another. Reporting in spreadsheets. Nothing talks to each other.

Painfully Rigid Workflows
Need a new report? A new approval route? That'll take weeks and a support ticket.

Compliance Anxiety
Audit trails are scattered. Transparency is manual. Reporting is outdated the minute it's done.

Never-Ending Implementations
ERP projects that drag on for years, drain budgets, and still don't deliver.

What You Deserve

Government-First Software
OpenGov ERP was made *exclusively* for the way cities, counties, and districts work. No shortcuts. No retrofits.

One Unified Platform
From budget to contract to closeout, OpenGov ERP keeps your work, and your data, connected.

Configurable by You
No-code flexibility means you can move fast, adapt faster, and stay in-control without IT intervention.

Built-In Accountability
Fund accounting, live dashboards, audit-ready exports, and public portals—ready on day one.

Time to Value You Can Measure
We launch in months, not years—with a team that's walked in your shoes.

Budgeting & Performance

End-to-end Collaborative Budgeting and Performance Management

PERFORMANCE MANAGEMENT

Set goals, create and track metrics, then connect spending to outcomes

OPERATING BUDGET

Collaborative tools to drive an automated and strategic process

CAPITAL PLANNING

Prioritize, plan, and promote your biggest investments

WORKFORCE PLANNING

Simplify planning for your most important asset – your people

DIGITAL PUBLICATIONS

Publish an interactive GFOA award-winning budget book and online dashboards directly from your budgeting system

OpenGov

What's Important to Bay Harbor Islands?

OpenGov

What is Important & Why

What is Important:

Key Priority:

- Ultimately, the client is seeking a partner who can provide effective training and responsive support to ensure their team can successfully utilize their budgeting system
- OpenGov is committed to providing a different experience. We will partner with the City to ensure your team is properly trained and equipped to implement, configure, and automate your budgeting processes.

Current State

Critical Business Issues: Budgeting Processes

- The client's most critical challenge is the lack of effective support and training from their current vendor. The team feels they are unable to properly utilize the system, which is a major pain point.
- This issue has a direct, negative impact on operations, as evidenced by:
  - The team's struggle to get the budget balanced.
  - A two-week delay in receiving customer service responses, which stalls critical work.
  - Unresolved transactional issues on the back end of the system.

Our Support Philosophy

3 Pillars to Ensure Customer Satisfaction & Success

Access to Government Experts

Our support team is comprised of former government:

- Finance Directors
- Chief Information Officers
- Procurement Directors
- Budget Analysts
- +more!

Customer Success

A dedicated Customer Success Manager to guide adoption, share best practices, and keep your team aligned with product updates and training.

Customer Support

Backed by 200+ years of public sector experience and 6 Stevie® Awards, our support team delivers fast, effortless help when you need it most.

Your Support Resources

- **User Groups + Conferences:** Talk shop with peers and learn directly from OpenGov experts.
- **Help Center:** Find quick answers with step-by-step articles and videos.
- **Live Webinars:** Join our experts to see new features and ask questions live.
- **Quarterly Releases:** Watch demos of the latest software updates—and what's coming next.
- **On-Demand Webinars:** Jump into free sessions on everything from performance to permitting.

OpenGov

OpenGov | Partnering for Success

Responsive Partnership - Throughout your Journey

Professional Services

Best-practice implementations from experienced partners

Award-Winning Support

200+ years of combined government and support experience with chat, email, web and phone support

Customer Success

Dedicated Customer Success manager ensuring your long-term success with OpenGov

OpenGov University

On-demand webinars and continuous learning, User Groups, Conferences and Quarterly Releases

Confidential, Do not share

Built to Deliver Value

Quantifiable Results from Your Investment

50% less time
spent on budget development

>1% of budget
freed for strategic initiatives

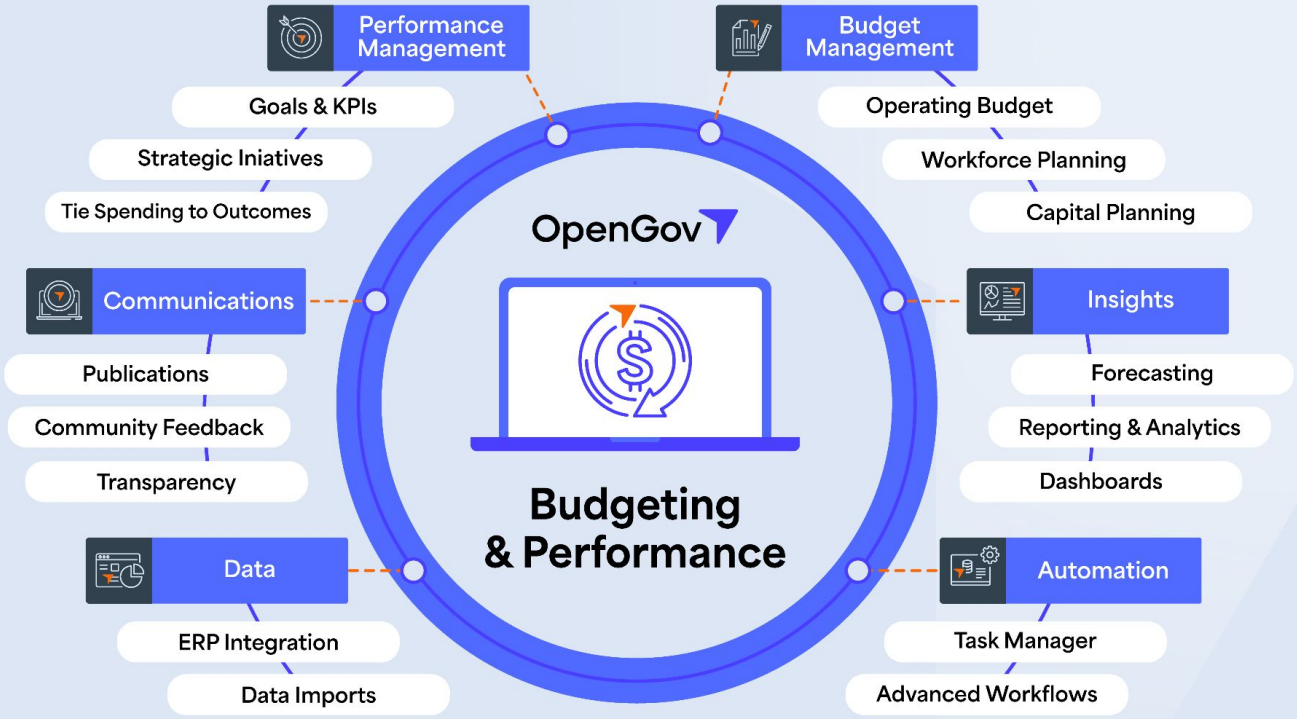
50% less time
spent on budget book creation

20% fewer
information requests (FOIA)

80% less time
spent on reporting

OpenGov

From Ledgers to Leadership…
Where your FMS ends, Budgeting & Performance begins…



OpenGov

Trusted By Southeast Finance Teams

- County of Alachua, FL
- County of Bay, FL
- County of Bulloch, GA
- County of Coweta, GA
- County of Dekalb, GA
- County of Effingham, GA
- County of Escambia, FL
- County of Flagler, FL
- County of Glynn, GA
- County of Hernando, FL
- County of Martin, FL
- County of Martin Clerk of Court, FL
- County of Mobile, AL
- County of Pasco, FL
- County of Santa Rosa, FL
- County of Sarasota, FL
- County of Tuscaloosa, AL
- County of Walton, FL
- City of Apopka, FL
- City of Bartow, FL
- City of Birmingham, AL
- City of Casselberry, FL
- City of Clermont, FL
- City of Clearwater, FL
- City of Deerfield Beach, FL
- City of East Point, GA
- City of Forest Park, GA
- City of Griffin, GA
- City of Hallandale Beach, FL
- City of Homestead, FL
- City of Maumelle, AL
- City of Monroe, LA
- City of Norcross, GA
- City of Orange Beach, AL
- City of Panama City, FL
- City of Palm Beach Gardens, FL
- City of Peachtree Corners, GA
- City of Pelham, AL
- City of Pompano Beach, FL
- City of Port St. Lucie, FL
- City of Rockdale, GA
- City of Roswell, GA
- City of Sanibel, FL
- City of Savannah, GA
- City of South Fulton, GA
- City of Stockbridge, GA
- City of St. Augustine, FL
- City of St. Cloud, FL
- City of Deltona, FL
- City of Stuart, FL
- City of Sunny Isles Beach, FL
- City of Tampa, FL
- City of Vestavia Hills, AL
- City of Winter Park, FL
- Children's Services of Broward County, FL
- Atlanta Public Schools, GA
- Dekalb County Police Department, GA
- Emerald Coast Utility Authority, FL
- Florida Department of Corrections
- Georgia Department of Education, GA
- Georgia Department of Juvenile, GA
- Gwinnett County School District, GA
- Hillsborough County Schools, FL
- Jacksonville Transportation Authority, FL
- Jackson Water and Sewer, GA
- Lehigh Acres Municipal Services, FL
- Osceola County Tax Collector, FL
- Parish of Jackson, LA
- Regional Transit Authority, LA
- Seacoast Utility Authority, FL
- Village of Royal Palm Beach, FL

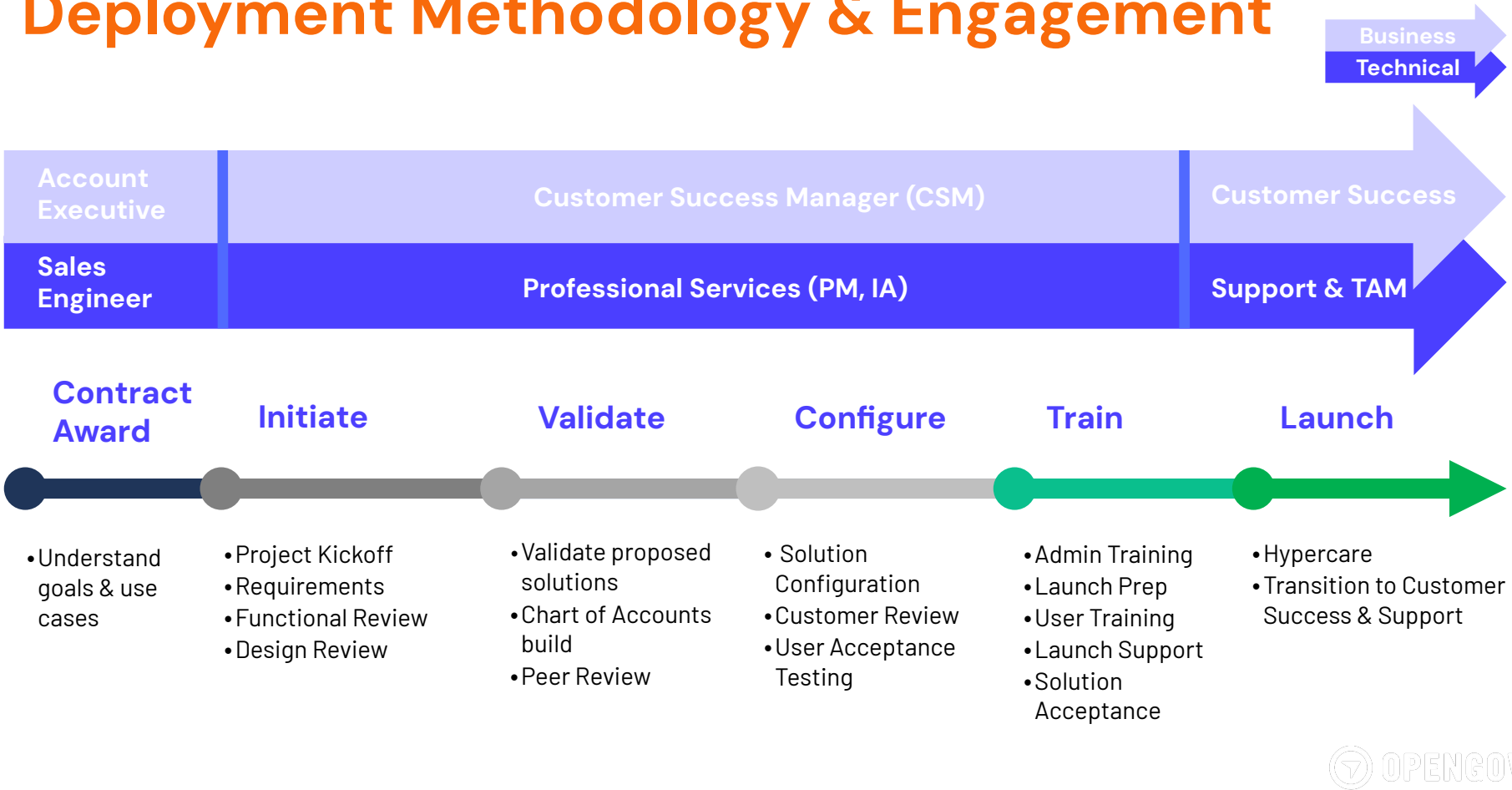
OpenGov

OpenGov

Support Services Overview

Your Trusted Partner for Implementation & Beyond

Deployment Methodology & Engagement



OPENGOV

OpenGov Support Overview

Offering	Standard
Unlimited Number of Support Cases per Year	✓
Unlimited Access to the OpenGov Help Center	✓
Unlimited Online access to the Support Request Portal	✓
Unlimited access to OpenGov University	✓
Access to Phone/Chat Support from 4:00 AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays	✓

OpenGov Proposal @ Bay Harbor Islands, FL

Budgeting & Performance

Annual Software Subscription, Professional Services Implementation, Ongoing Support & Maintenance for OpenGov Budgeting & Planning. All Future Software Enhancements, Fixes, Updates included

OpenGov Proposal | Bay Harbor Islands | Budgeting & Performance				
Subscription Year	**Months**	**Software**	**Professional Services**	**Annual Total**
Oct 1, 2025 - Sept 30, 2026	12	$28,532.40	$55,728.00	$84,260/40
Oct 1, 2026 - Sept 30, 2027	12	$29,959.02	$0.00	$29,959.02

OpenGov Pricing Includes:

- Annual Software Subscription of OpenGov OpenGov Budgeting & Performance; Operating, Workforce, Capital, and GFOA Budget Book & Publications, Professional Services Implementation, Ongoing Support & Maintenance for OpenGov Procurement. Includes All Future Software Enhancements, Fixes, Updates, Unlimited Users, Data, Reports
- **Partnership Incentive: ~$20,000 in Savings**

* Expiration of the current discount expires Dec 31st, 2025
*5% year over year software subscription increase for each additional years on contract length
** OpenGov Contract is on an Annual Basis

OpenGov

OpenGov Proposal @ Bay Harbor Islands, FL

Financial Management and Budgeting & Performance

Annual Software Subscription, Professional Services Implementation, Ongoing Support & Maintenance for OpenGov Budgeting & Planning. All Future Software Enhancements, Fixes, Updates included

OpenGov Proposal | Bay Harbor Islands | Financial Management and Budgeting & Performance				
Subscription Year	**Months**	**Software**	**Professional Services**	**Annual Total**
Oct 1, 2025 - Sept 30, 2026	12	$75,345.14	$95,000 - $120,000	$170,345.14 - $195,345.14
Oct 1, 2026 - Sept 30, 2027	12	$79,112.40	$0.00	$79,112.40

OpenGov Pricing Includes:

- Annual Software Subscription of OpenGov OpenGov Budgeting & Performance; Operating, Workforce, Capital, and GFOA Budget Book & Publications, Professional Services Implementation, Ongoing Support & Maintenance for OpenGov Procurement. Includes All Future Software Enhancements, Fixes, Updates, Unlimited Users, Data, Reports
- **Partnership Incentive: ~$50,000 in Savings**

* Expiration of the current discount expires Dec 31st, 2025
*5% year over year software subscription increase for each additional years on contract length
** OpenGov Contract is on an Annual Basis

OpenGov

OpenGov Proposal @ Bay Harbor Islands, FL

Financial Management and Budgeting & Performance and Utility Billing (Water, Sewer, Trash)

Annual Software Subscription, Professional Services Implementation, Ongoing Support & Maintenance for OpenGov Budgeting & Planning. All Future Software Enhancements, Fixes, Updates included

OpenGov Proposal | Bay Harbor Islands | Financial Management and Budgeting & Performance and UB				
Subscription Year	**Months**	**Software**	**Professional Services**	**Annual Total**
Oct 1, 2025 - Sept 30, 2026	12	$99,986.12	$135,000 - $150,000	$234,986 - $249,986
Oct 1, 2026 - Sept 30, 2027	12	$104,985.43	$0.00	$104,985.43

OpenGov Pricing Includes:

- Annual Software Subscription of OpenGov OpenGov Budgeting & Performance; Operating, Workforce, Capital, and GFOA Budget Book & Publications, Professional Services Implementation, Ongoing Support & Maintenance for OpenGov Procurement. Includes All Future Software Enhancements, Fixes, Updates, Unlimited Users, Data, Reports
- **Partnership Incentive: ~$70,000 in Savings**

* Expiration of the current discount expires Dec 31st, 2025
*5% year over year software subscription increase for each additional years on contract length
** OpenGov Contract is on an Annual Basis

OpenGov

CONTRACT FOR CLOUD SOLUTIONS

This Contract made and entered into this _____ day of _____, 2026, by and between the Town of Bay Harbor Islands, a Florida municipal corporation ("Town") and Carasoft Technology Corporation**,** a Maryland corporation ("Contractor"), ("Party" or collectively "Parties");

WHEREAS, the Town is seeking to piggyback on the State of Utah Cooperative Contract for Cloud Solutions, Contract AR2472 (the "Master Agreement"), as modified or supplemented by the Participating Addendum between the Contractor and the Florida Department of Management Services (the "Participating Addendum" and, collectively with the Master Agreement, the "Agreement"), to provide Cloud Solutions. Contractor will provide all necessary equipment, materials, and specialized personnel to perform the work in accordance with the terms and specifications established in the 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 a Contract for Cloud Solutions in accordance with the Contract, in response to Utah Bid #CH16012.

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 Contract, and consist of the following:

a. This Contract.
b. Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
c. Notice of Award and Notice to Proceed.
d. Participating Addendum
e. Master Agreement

f. Invitation For Bids #CH16012, and the specifications prepared by the State of Utah with respect thereto. (collectively, "Invitation For Bids #CH16012)
g. 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 Contract.

In each case including exhibits and supplements thereto.

In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is established:

a. Approved change orders, addenda or amendments.
b. This Contract dated _____, 2026, and any attachments and/or any related ask orders.
c. Participating Addendum.
d. Master Agreement
e. Invitation For Bids #CH16012

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 Gerald Bryan, 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 Contract, 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 the Work. All sections of this Contract 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, 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 Contract. 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 Contract, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Contract 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 September 15, 2026, unless otherwise extended as provided herein. In the event that the State of Utah amends the Master Agreement to extend the term thereof, the Town and the Contractor may, by mutual written agreement, elect to extend this Contract 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 Contractor 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 Contract. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the Town. Extra Work and associated fees must be agreed upon in writing by both Parties.

V. GENERAL CONDITIONS

A. Applicability of Master Agreement and Participating Addendum

The obligations, covenants, representations and warranties of the Contractor to Lead State or Participating Entity under the Master Agreement shall extend to the Town, unless the context clearly provides otherwise. The obligations, covenants, representations and warranties of the Contractor to the Department under the Participating Addendum,shall extend to the Town, unless the context clearly provides otherwise.. The applicability of the Master Agreement or Participating Addendum to this Contract shall not be affected by the expiration or termination of the Master Agreement or Participating Addendum.

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

C. 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 Contract. 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

The right to terminate this Contract shall be as set forth in the Participating Addendum.

E. Cancellation for Unappropriated Funds

The Town reserves the right, in its best interest as determined by the Town, to cancel this Contract 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 the Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Contract, during the term of this Contract and during any renewal or extension term of this Contract, 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 Contract. 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 Contract 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 Contract.

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 and employees 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 Contract.
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 Contract 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 Contract until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Contract or prior.
f. The Town shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The Town shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. The title of the Contract, 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 Contract, 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 and employees. 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 Contract 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 Contract 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 Contract.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Contract 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 Contract. 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 Contract 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. RESERVED

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 Contract. 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 Contract. 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 Contract 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 Contract. 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 Contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Contract 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 Contract 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 Contract and recovery of all monies paid by Town pursuant to this Contract and may result in debarment from Town's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract 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.

M. 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 Contract or to exercise any rights conferred by this Contract 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 Contract 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 Contract. Town may terminate this Contract, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Contract or any right or interest herein without Town's prior written consent.

Contractor represents that each person who will render services pursuant to this Contract 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 Contract, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Contract. 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 Contract 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 Contract.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Contract, 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 Contract to utilize subcontractors to perform any services required by this Contract, 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 Contract. 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 Contract and that each is, therefore, a material term hereof.

Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

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 Contract.

S. Severability

In the event a portion of this Contract 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

Nothing contained in this Contract 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 Contract 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 Contract, 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 CONTRACT.

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 Contract 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 Contracts

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 Contract 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 Contract.

Y. Representation of Authority

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract 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 Contract 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 Contract 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 Contract 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 Contract if the Contractor 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 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 Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (305) 866-6241, E-MAIL ADDRESS: EHERBELLO@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 Contract, pursuant to Section 448.095, Florida Statutes (2025), 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 Contract and in accordance with the public records requirements of this Contract.

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 Contract.

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 Contract 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:

Carahsoft Technology Corporation

Carahsoft Technology Corporation
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
Attn: Bethany Blackwell, _____
NASPO@carahsoft.com

Town:

Public Works Director
Randy Stokes
1030 95th Street Trailer 4
Bay Harbor Islands FL 33154
rstokes@bayharborislands-fl.gov

Town Attorney
Greenspoon Marder LLP
222 Lakeview Avenue, Suite 1250
West Palm Beach, FL 33401
Attn: Morris G. (Skip) Miller, Esq.
Skip.miller@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 sent by express delivery, when received, by a 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 Contract 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 Contract as follows:

TOWN OF BAY HARBOR ISLANDS,

By:_____
Lindsley Noel
Town Manager

By: _____
Elizabeth Herbello
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Greenspoon Marder LLP
Town Attorney
Morris G. (Skip) Miller, Esq

CARAHSOFT TECHNOLOGY CORPORATION

By:_____

Name: _____

Title: _____

EXHIBIT A

RESOLUTION NO. ___

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF A CONTRACT FOR CLOUD SOLUTIONS BETWEEN CARAHSOFT TECHNOLOGY CORPORATION AND THE TOWN OF BAY HARBOR ISLANDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Carahsoft Technology Corporation ("Carahsoft") provides Cloud Solutions through its OpenGov's ERP suite; and

WHEREAS, Carahsoft has a contract to provide Cloud Solutions to the Florida Department of Management Services pursuant to a State of Utah Cooperative Contract for Cloud Solutions (collectively, the "Florida Cloud Services Agreement"); and

WHEREAS, the Town desires to enter into an agreement with Carahsoft for the provision of Cloud Solutions through Carahsoft's OpenGov's ERP suite, in accordance with the Florida Cloud Services Agreement, 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 Council hereby finds the Contract for Cloud Solutions between the Town and Carahsoft, 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 Contract for Cloud Services between the Town and Carahsoft, 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 14th day of January, 2026.

_____
ISAAC SALVER, MAYOR

ATTEST:

_____
EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM:

_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.

NASPO ValuePoint
PARTICIPATING ADDENDUM

CLOUD SOLUTIONS
Administered by the State of Utah (hereinafter "Lead State")

Alternative Contract Source No: 43230000-NASPO-16-ACS

Carahsoft
Master Agreement No: AR2472
(hereinafter "Contractor")

And

Florida Department of Management Services
(hereinafter "Department/Participating State/Entity")

The State of Utah, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured and awarded a Request for Proposal resulting in Master Agreement number AR2472. The Master Agreement was created as a cooperative purchasing agreement for Cloud Solutions. This Participating Addendum is entered into pursuant to Section 287.042, Florida Statutes.

The Department is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract." Accordingly, agencies and eligible users (Customer) may make purchases from this Participating Addendum pursuant to the terms and conditions herein.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative contract source is cost-effective and in the best interest of the State.

This Participating Addendum and all incorporated Exhibits, set forth the entire understanding of the Parties and supersedes all prior agreements.

Accordingly, the Parties agree as follows:

1. **Term and Effective Date**
   The initial term of this Participating Addendum will become effective on the date the document is signed by all Parties, and shall be effective through September 30, 2020, unless terminated earlier in accordance with the General Contract Conditions.

2. **Renewal**
   Upon agreement of the Parties, the Department and the Contractor may renew this Participating Addendum in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same terms, conditions, and modifications set forth in this Participating Addendum. Renewal determinations will be based upon utilization and achieved savings.

3. **Modifications or Additions to Master Agreement**
   The following changes are modifying or supplementing the Master Agreement terms and conditions.

   a. Scope:
      The Contractor's Master Agreement products or services listed on the Contractor's page of the NASPO ValuePoint website are included in this contract only if they are not offered on a State Term Contract.

In accordance to 74-3.004, F.A.C., Agency requests for Infrastructure as a Service (IaaS) must be submitted via a Service Request to the State Data Center.

b. Exhibits: All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Participating Addendum. The Participating Addendum Exhibits shall have priority in the order listed:

1) Exhibit A: Contract Conditions, Florida General
2) Exhibit B: Contract Conditions, Florida Special
3) Exhibit C: NASPO ValuePoint Master Agreement Number AR2472

If a conflict exists among any of the documents, the following shall have priority in the order listed below:

1) The Addendum
2) Florida Special Contract Conditions, Exhibit B
3) Florida General Contract Conditions, Exhibit A
4) NASPO ValuePoint Master Agreement Number AR2472 Exhibit C

c. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

d. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state. Any agency requests for Infrastructure as a Service must be submitted via a service request to the state data center. See section 3.a. above.

e. Authorization: Approval of this Participating Addendum by the State Chief Procurement Official and State Chief Information Officer is an authorization for participation in the NASPO cooperative contract process, it is not intended as an approval of any specific purchase or solution. It is the responsibility of the Customer to validate all terms and conditions and to ensure compliance with all applicable statutes and rules.

f. Request for Quotes: Customers purchasing Cloud Solutions from this Participating Addendum shall create a Request for Quote (RFQ), each time they desire to purchase Cloud Solutions. The Customer shall issue a detailed RFQ to the ACS Contractor(s) who offer the applicable cloud solutions(s). The specific format of the RFQ is left to the discretion of the Customer, but must contain the following:

1) Applicable service and deployment model(s);
2) Data security classification;
3) Service level agreement requirements; and
4) Exit strategy considerations.

g. Enterprise Agreements: The Contractor shall honor any Volume or Enterprise Agreement(s) established between a State of Florida agency and the manufacturer of products or services offered under their Master Agreement.

h. Purchase Orders: Customers shall issue purchase orders under this Participating Addendum to their awarded RFQ Contractor using this State of Florida ACS number 43230000-NASPO-16-ACS. The purchase order period survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.

i. Contractor Selection Justification Form: Customers purchasing Cloud Solutions from this Participating Addendum shall attach to the purchase order a completed Contractor Selection Justification Form (Attachment A).

4. **Warranty of Authority**
Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

5. **Entire Agreement of the Parties**
This document and the attached exhibits constitute the Participating Addendum and the entire understanding of the parties.

6. **Amendments**
All modifications to this Participating Addendum must be in writing and signed by all Parties. No oral modifications to this Participating Addendum are permitted.

Notwithstanding the order listed in section 3b, amendments executed after the Participating Addendum is executed may expressly change the provisions of the Participating Addendum. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Participating Addendum.

IN WITNESS THEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This agreement is not valid and binding until signed and dated by the Parties.

Participating State: Florida	**Contractor: Carahsoft**
By:	By:
Name: Dave Zeckman	Name: Robert R. Moore
Title: Chief of Staff	Title: Vice President
Date: 7/31/2017	Date: June 26, 2017

Florida's Chief Procurement Officer:	**Florida's Chief Information Officer**
By:	By:
Name: Roz Ingram	Name: Eric Larson
Title: Director of State Purchasing and Chief Procurement Officer	Title: Executive Director of the Florida Agency for State Technology and Chief Information Officer
Date: 7/28/17	Date: 7/28/17

Alternate Contract Source No. 43230000-NASPO-16-ACS

Exhibit A

GENERAL CONTRACT CONDITIONS

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These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, Form PUR 1000, which is incorporated by reference in Rule 60A-1.002, Florida Administrative Code (F.A.C.)

SECTION 1. DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. TERMINATION.

2.1 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in

progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.2 Termination for Cause.

If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES

3.1 Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.2 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.3 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.4 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.5 Taxes.

The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.6 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Purchase Order and any attachments to the Purchase Order.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, is primarily responsible for the Department's oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager is primarily responsible for the Contractor's oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at http://www.respectofflorida.org.

4.7 PRIDE.

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Department of State Registration.

The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.2 Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.3 Contractor Certification.

If the Contract exceeds $1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.4 Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or

any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.

The Contractor must notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action will be grounds for termination for cause of the Contract.

6.2 Subcontractors.

All contactors, dealers, and resellers authorized by the Department, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

6.4 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in

a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.6 Information Technology Standards

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the state agency in furtherance of the state agency's efforts to comply with AST standards, established in Rule Chapter 74, F.A.C, as applicable.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance must contain a provision that the insurance must not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services

c/o Division of State Purchasing
4050 Esplanade Way, Suite 36060
Tallahassee, Florida 32399-0950

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.
The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service;

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;

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

(e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

8.2 Protection of Trade Secrets or Confidential Information.
If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must

clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

(a) The incident in general terms.
(b) The type of information that was subject to the unauthorized access and acquisition.
(c) The type and number of entities who were, or potentially have been affected by the breach.
(d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.2 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30 minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's Contract Manager and in all events, within one business day.

9.3 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

9.4 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.

11.1 Financial Consequences of Non-Performance.

If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

SECTION 12. CONTRACT AUDITS.

12.1 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. http://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

13.2 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related or information technology crimes
(b) Fraudulent practices, false pretenses and frauds, and credit card crimes
(c) Forgery and counterfeiting
(d) Violations involving checks and drafts
(e) Misuse of medical or personnel records
(f) Felony theft

13.3 Communications and Confidentiality.

The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

Alternate Contract Source
No. 43230000-NASPO-16-ACS

EXHIBIT B
FLORIDA SPECIAL CONTRACT CONDITIONS

This Exhibit contains the Special Contract Conditions. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

Special Contract Conditions are as follows:

Section 1 Delays and Complaints
Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract, via the established Complaint to Vendor process (PUR 7017 form), may result in default proceedings and cancellation.

Section 2 Monthly Transaction Fee Report
The Contractor is required to submit monthly Transaction Fee Reports electronically through MFMP VIP. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Contractor in default and subject the Contractor to exclusion from business with the State of Florida.

For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online through MFMP U on the MyFloridaMarketPlace website (located at http://dms.myflorida.com/mfmp). Assistance is also available from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM, Eastern Time.

Section 3 Quarterly Sales Reports
Each Contractor shall submit a sales report to the Department on a Quarterly basis.

Contract Sales Reports must include the Contractor's name, the dates of Quarter covered, each Customer's name, services provided (to include identification of the cloud solution and service model), and the amount paid by the Customer.

Initiation and submission of the Contract Sales Reports are to be the responsibility of the Contractor. The Contractor will submit the completed Sales Report forms by email to the Department Contract Manager no later than the due date indicated in Section 10. Submission of these reports is considered a material requirement of this Contract and the Contractor.

Failure to provide quarterly sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) is considered as Non-Performance by the Contractor. Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

Section 4 Quarterly Reporting Timeframes

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – Due by October 10
Quarter 2 - (October-December) – Due by January 10
Quarter 3 - (January-March) – Due by April 10
Quarter 4 - (April-June) – Due by July 10

Section 5 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

AMENDMENT NO.: 1
Contract Amendment
CLOUD SOLUTIONS
Alternate Contract Source No. 43230000-NASPO-16-ACS

This Amendment ("Amendment") to the Cloud Solutions Contract No. 43230000-NASPO-16-ACS ("Contract"), effective as of the last date upon which this Amendment is signed by all parties, between the State of Florida, Department of Management Services ("Department") and Carahsoft ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Participating Addendum unless otherwise defined herein.

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in section 6, "Amendments," of the Contract;

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment. The contract is hereby amended to delete the sentence below in section 3(a) of the Participating Addendum:

> ~~In accordance to 74-3.004, F.A.C., Agency requests for Infrastructure as a Service (IaaS) must be submitted via a Service Request to the State Data Center~~.

II. Contract Amendment. The Contract is hereby amended to delete and replace in its entirety section 3(d), Access to Cloud Solutions Services Requires State CIO Approval, contained in the Participating Addendum with the following:

> d. Purchase of Infrastructure Related Services Requires AST Approval: Pursuant to section 282.201(5) F.S., State agency requests for Infrastructure as a Service must be submitted to the state data center, in accordance with Rule 74-3.004, F.A.C. This requirement applies to state agencies as defined in Section 282.0041(23) F.S., in accordance with the limitations set forth in Section 282.201(5) F.S.

III. Contract Amendment. The Contract is hereby amended to revise section 6.6 of Exhibit A in the Participating Addendum to correct the administrative rule reference from "Chapter" to "Title". The revised sentence shall now read:

> Vendors agree to cooperate with the state agency in furtherance of the state agency's efforts to comply with AST standards, established in Rule Title 74, F.A.C, as applicable.

IV. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

V. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

VI. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

Participating State: Florida	Contractor: Carahsoft
By:	By:
Name: Dave Zeckman	Name: Ellen Lord
Title: Chief of Staff	Title: Contracts Manager
Date: 12/5/2018	Date: January 02, 2018

Florida's Chief Procurement Officer:	Florida's Chief Information Officer
By:	By:
Name: Rosalyn Ingram	Name: Eric Larson
Title: Director of State Purchasing and Chief Procurement Officer	Title: Executive Director of the Florida Agency for State Technology and Chief Information Officer
Date: 2/20/18	Date: 2/5/18

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AMENDMENT NO.: 2 - Renewal
Alternate Contract Source No.: 43230000-NASPO-16-ACS
Alternate Contract Source Name: Cloud Solutions

This Amendment No. 2 ("Amendment") effective as of October 1, 2020, to the Cloud Solutions Agreement, Contract No. 43230000-NASPO-16-ACS ("ACS" or "Contract") is made by and between the State of Florida, Department of Management Services ("Department"), and Carahsoft ("Contractor"), collectively referred to herein as the "Parties," is effective upon execution by both Parties. All capitalized terms used herein have the meaning assigned to them in the ACS unless otherwise defined herein.

WHEREAS the ACS was entered into by the Parties on July 31, 2017, to continue through September 30, 2020, for the provision of Cloud Solutions, pursuant to State of Utah Master Agreement No. AR2472;

WHEREAS the Parties agreed that the ACS may be amended by mutual agreement as provided in Section 6., "Amendments," of the ACS; and

WHEREAS the Parties agreed that the ACS may be renewed as provided in Section 2, "Renewal," of the ACS.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. ACS Amendment. The ACS is amended to replace Exhibit A: Florida General Contract Conditions in its entirety with Exhibit D: Special Contract Conditions. Any and all references in the ACS to terms and conditions are hereby replaced with the attached Exhibit D: Special Contract Conditions, which are incorporated into the ACS by reference herein.

II. ACS Amendment. The ACS is amended to replace Exhibit B: Florida Special Contract Conditions in its entirety with Exhibit C: Additional Special Contract Conditions, which are incorporated into the ACS by reference herein.

III. ACS Renewal. The ACS is hereby renewed for a period of six (6) years, with a new expiration date of September 30, 2026, under the same terms and conditions, except as amended herein.

IV. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

V. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the ACS, the terms of this Amendment shall control.

Department of MANAGEMENT SERVICES
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AMENDMENT NO.: 2 - Renewal
Alternate Contract Source No.: 43230000-NASPO-16-ACS
Alternate Contract Source Name: Cloud Solutions

VI. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the ACS, as previously amended, shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

DocuSigned by:
By: 16B191447D2C4C0...
Name: **Patrick Gillespie**
Title: **Deputy Secretary**

Date: 9/22/2020 | 4:45 PM EDT

Contractor:
Carahsoft

DocuSigned by:
By: E8E3074F3374472...
Name: Colby Bender
Title: Contracts Team Lead

Date: 9/22/2020 | 4:38 PM EDT

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ADDITIONAL SPECIAL CONTRACT CONDITIONS
Exhibit C

The Contractor and Customers acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in the Department's Contract as modified and supplemented by the Special Contract Conditions and these Additional Special Contract Conditions.

Contractor acknowledges that the Participating State is an agency of the State of Florida and as such, the Contract will include the terms and conditions in these Additional Special Contract Conditions. All references to the Contract in these Additional Special Contract Conditions include the terms and conditions herein.

A. Information Technology Standard: Pursuant to section 282.0051 and 282.318, F.S. the Department is to establish standards for the implementation and management of information technology resources. Contractor agrees to cooperate with the Department and Customer in furtherance of efforts to comply with the standards, established in Rule Title 60GG, F.A.C., as applicable.

B. Annual Certification: At the request of the Department or the Customer, the Contractor will submit an annual certification demonstrating compliance with the Warranty of Security in accordance with the standards established in Rule Title 60GG, F.A.C.

C. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.

D. E-Verify: The following language replaces Section 13.2, E-Verify, of the Special Contract Conditions:

> The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract (Amendment), the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.
>
> This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not

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be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

E. Contractor and Applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department because of any failure of a subcontractor, reseller, distributor, or dealer. The Contract terms are applicable to subcontractors, resellers, distributors, and dealers and shall apply to the Contractor's Applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers providing commodities and performing services in furtherance of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

F. Purchases Prerequisites: Before fulfilling any Customer purchases and receiving payment, the Contractor and applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers must have met the following requirements, unless further notated below:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com) *only required by applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers if receiving payment.
- Not be on the State's Convicted, Suspended, or Discriminatory Vendor lists (http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com) *only required by applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers if receiving payment.

G. MFMP Electronic Invoicing: The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This

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transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

H. Contract Reporting: The Contractor shall provide the following reports associated with this Contract.

1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30). The Contractor's first Quarterly Sales Report will be due 30 calendar days after the first full quarter following Contract execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at FL DMS Quarterly Sales Report Form. The report shall include all Customer sales received and associated with this Contract during the quarter. Initiation and submission of the Quarterly Sales Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated, or the Department may choose to not renew the Contract.

2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer, spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority

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code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports within the timeframe specified by the Department.

4) MFMP Transaction Fee Reports. The Contractor shall submit monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located on the Transaction Fee and Reporting website. Assistance with the transaction fee reporting system is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

I. Financial Consequences: The following financial consequences will apply for the Contractor's non-performance of the provision of the Quarterly Sales Reports and the MFMP Transaction Fee Reports. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with these provisions of the Contract. The Contractor and the Department agree that the financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in U.S. dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance (Per Calendar Day Late/Not Received by the Contract Manager)
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15th calendar day after the close of each month	$100

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – due 30 calendar days after close of the period
Quarter 2 - (October-December) – due 30 calendar days after close of the period
Quarter 3 - (January-March) – due 30 calendar days after close of the period
Quarter 4 - (April-June) – due 30 calendar days after close of the period

The Department may not consider renewal of a Contract or price adjustments if the Contractor is late on submitting required reports or for outstanding fees owed.

J. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer will provide the format for the Contractor's agenda. In the event the Department or Customer schedules a business review meeting, the Contractor shall submit the completed agenda to the Department or Customer for review and acceptance prior to the meeting. The Contractor shall address the agenda items and any of the Department's or Customer's additional concerns at the meeting. At a minimum, the agenda items may include:
   a. Contract compliance
   b. Savings report (in dollar amount and cost avoidance)
   c. Spend reports by Customer
   d. Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being placed on a Corrective Action Plan and possible termination of the Contract.

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Exhibit D

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., 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 been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

PRICE QUOTATION

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carahsoft.

TO: Gerald Bryan
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154-2005 USA

EMAIL: gbryan@bayharborislands-fl.gov

PHONE: (786) 877-4364

FROM: Nassim Driss
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Nassim.Driss@carahsoft.com

PHONE: (571) 662-3955 **FAX:** (703) 871-8505

TERMS:
Contract Number: 43230000-NASPO-16-ACS
NASPO Master Contract Number: AR2472
Contract Term: 08/01/2017 to 09/30/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	61792687
QUOTE DATE:	12/23/2025
QUOTE EXPIRES:	01/31/2026
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$822,251.40
TOTAL QUOTE:	$822,251.40

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 1					
1	OG-SWDC-B2040M-AR-3Y-491	OpenGov Financials - Between $20-40 Million - 3Y OpenGov, Inc. - OG-SWDC-B2040M-AR-3Y Start Date: 02/01/2026 End Date: 09/30/2026	LIST: $104,948.00 CONTR: $103,899.00	$44,144.81	COOP	1	$44,144.81
2	OG-TWHR-B2040M-AR-3Y-491	Utility Billing Base Subscription - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHR-B2040M-AR-3Y Start Date: 02/01/2026 End Date: 09/30/2026	LIST: $26,880.00 CONTR: $26,612.00	$11,108.18	COOP	1	$11,108.18
3	OG-TWHP-B2040M-AR-3Y-491	Utility Billing: Additional Service Area - Sewer - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHP-B2040M-AR-3Y Start Date: 02/01/2026 End Date: 09/30/2026	LIST: $4,032.00 CONTR: $3,992.00	$1,666.23	COOP	1	$1,666.23
4	OG-TWHQ-B2040M-AR-3Y-491	Utility Billing: Additional Service Area - Trash - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHQ-B2040M-AR-3Y Start Date: 02/01/2026 End Date: 09/30/2026	LIST: $4,032.00 CONTR: $3,992.00	$1,666.23	COOP	1	$1,666.23
5	OG-TWHS-B2040M-AR-3Y-491	Utility Billing: Additional Service Area - Water - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHS-B2040M-AR-3Y Start Date: 02/01/2026 End Date: 09/30/2026	LIST: $18,923.00 CONTR: $18,734.00	$7,819.90	COOP	1	$7,819.90
6	OG-PSBG-B2040M-OT-0Y-491	Professional Services Deployment - Prepaid - Between $20-40 Million - 0Y OpenGov, Inc. - OG-PSBG-B2040M-OT-0Y Start Date: 02/01/2026 End Date: 09/30/2026	LIST: $294.00 CONTR: $292.00	$112.40	COOP	1,583	$177,929.20
		YEAR 1 SUBTOTAL:					$244,334.55

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LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 2					
7	OG-SWDC-B2040M-AR-3Y-491	OpenGov Financials - Between $20-40 Million - 3Y OpenGov, Inc. - OG-SWDC-B2040M-AR-3Y Start Date: 10/01/2026 End Date: 09/30/2027	LIST: $104,948.00 CONTR: $103,899.00	$69,528.08	COOP	1	$69,528.08
8	OG-TWHR-B2040M-AR-3Y-491	Utility Billing Base Subscription - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHR-B2040M-AR-3Y Start Date: 10/01/2026 End Date: 09/30/2027	LIST: $26,880.00 CONTR: $26,612.00	$17,495.36	COOP	1	$17,495.36
9	OG-TWHP-B2040M-AR-3Y-491	Utility Billing: Additional Service Area - Sewer - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHP-B2040M-AR-3Y Start Date: 10/01/2026 End Date: 09/30/2027	LIST: $4,032.00 CONTR: $3,992.00	$2,624.30	COOP	1	$2,624.30
10	OG-TWHQ-B2040M-AR-3Y-491	Utility Billing: Additional Service Area - Trash - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHQ-B2040M-AR-3Y Start Date: 10/01/2026 End Date: 09/30/2027	LIST: $4,032.00 CONTR: $3,992.00	$2,624.30	COOP	1	$2,624.30
11	OG-TWHS-B2040M-AR-3Y-491	Utility Billing: Additional Service Area - Water - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHS-B2040M-AR-3Y Start Date: 10/01/2026 End Date: 09/30/2027	LIST: $18,923.00 CONTR: $18,734.00	$12,316.33	COOP	1	$12,316.33
		YEAR 2 SUBTOTAL:					$104,588.37
		YEAR 3					
12	OG-SWDC-B2040M-AR-3Y-491	OpenGov Financials - Between $20-40 Million - 3Y OpenGov, Inc. - OG-SWDC-B2040M-AR-3Y Start Date: 10/01/2027 End Date: 09/30/2028	LIST: $104,948.00 CONTR: $103,899.00	$73,004.48	COOP	1	$73,004.48
13	OG-TWHR-B2040M-AR-3Y-491	Utility Billing Base Subscription - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHR-B2040M-AR-3Y Start Date: 10/01/2027 End Date: 09/30/2028	LIST: $26,880.00 CONTR: $26,612.00	$18,370.14	COOP	1	$18,370.14
14	OG-TWHP-B2040M-AR-3Y-491	Utility Billing: Additional Service Area - Sewer - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHP-B2040M-AR-3Y Start Date: 10/01/2027 End Date: 09/30/2028	LIST: $4,032.00 CONTR: $3,992.00	$2,755.52	COOP	1	$2,755.52
15	OG-TWHQ-B2040M-AR-3Y-491	Utility Billing: Additional Service Area - Trash - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHQ-B2040M-AR-3Y Start Date: 10/01/2027 End Date: 09/30/2028	LIST: $4,032.00 CONTR: $3,992.00	$2,755.52	COOP	1	$2,755.52
16	OG-TWHS-B2040M-AR-3Y-491	Utility Billing: Additional Service Area - Water - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHS-B2040M-AR-3Y Start Date: 10/01/2027 End Date: 09/30/2028	LIST: $18,923.00 CONTR: $18,734.00	$12,932.16	COOP	1	$12,932.16
		YEAR 3 SUBTOTAL:					$109,817.82

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LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 4					
17	OG-SWDC-B2040M-AR-3Y-491	OpenGov Financials - Between $20-40 Million - 3Y OpenGov, Inc. - OG-SWDC-B2040M-AR-3Y Start Date: 10/01/2028 End Date: 09/30/2029	LIST: $104,948.00 CONTR: $103,899.00	$76,654.67	COOP	1	$76,654.67
18	OG-TWHR-B2040M-AR-3Y-491	Utility Billing Base Subscription - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHR-B2040M-AR-3Y Start Date: 10/01/2028 End Date: 09/30/2029	LIST: $26,880.00 CONTR: $26,612.00	$19,288.64	COOP	1	$19,288.64
19	OG-TWHP-B2040M-AR-3Y-491	Utility Billing: Additional Service Area - Sewer - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHP-B2040M-AR-3Y Start Date: 10/01/2028 End Date: 09/30/2029	LIST: $4,032.00 CONTR: $3,992.00	$2,893.30	COOP	1	$2,893.30
20	OG-TWHQ-B2040M-AR-3Y-491	Utility Billing: Additional Service Area - Trash - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHQ-B2040M-AR-3Y Start Date: 10/01/2028 End Date: 09/30/2029	LIST: $4,032.00 CONTR: $3,992.00	$2,893.30	COOP	1	$2,893.30
21	OG-TWHS-B2040M-AR-3Y-491	Utility Billing: Additional Service Area - Water - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHS-B2040M-AR-3Y Start Date: 10/01/2028 End Date: 09/30/2029	LIST: $18,923.00 CONTR: $18,734.00	$13,578.77	COOP	1	$13,578.77
		YEAR 4 SUBTOTAL:					$115,308.68
		YEAR 5					
22	OG-SWDC-B2040M-AR-3Y-491	OpenGov Financials - Between $20-40 Million - 3Y OpenGov, Inc. - OG-SWDC-B2040M-AR-3Y Start Date: 10/01/2029 End Date: 09/30/2030	LIST: $104,948.00 CONTR: $103,899.00	$80,487.44	COOP	1	$80,487.44
23	OG-TWHR-B2040M-AR-3Y-491	Utility Billing Base Subscription - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHR-B2040M-AR-3Y Start Date: 10/01/2029 End Date: 09/30/2030	LIST: $26,880.00 CONTR: $26,612.00	$20,253.07	COOP	1	$20,253.07
24	OG-TWHP-B2040M-AR-3Y-491	Utility Billing: Additional Service Area - Sewer - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHP-B2040M-AR-3Y Start Date: 10/01/2029 End Date: 09/30/2030	LIST: $4,032.00 CONTR: $3,992.00	$3,037.96	COOP	1	$3,037.96
25	OG-TWHQ-B2040M-AR-3Y-491	Utility Billing: Additional Service Area - Trash - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHQ-B2040M-AR-3Y Start Date: 10/01/2029 End Date: 09/30/2030	LIST: $4,032.00 CONTR: $3,992.00	$3,037.96	COOP	1	$3,037.96
26	OG-TWHS-B2040M-AR-3Y-491	Utility Billing: Additional Service Area - Water - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHS-B2040M-AR-3Y Start Date: 10/01/2029 End Date: 09/30/2030	LIST: $18,923.00 CONTR: $18,734.00	$14,257.70	COOP	1	$14,257.70
		YEAR 5 SUBTOTAL:					$121,074.13

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LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 6					
27	OG-SWDC-B2040M-AR-3Y-491	OpenGov Financials - Between $20-40 Million - 3Y OpenGov, Inc. - OG-SWDC-B2040M-AR-3Y Start Date: 10/01/2030 End Date: 09/30/2031	LIST: $104,948.00 CONTR: $103,899.00	$84,511.82	COOP	1	$84,511.82
28	OG-TWHR-B2040M-AR-3Y-491	Utility Billing Base Subscription - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHR-B2040M-AR-3Y Start Date: 10/01/2030 End Date: 09/30/2031	LIST: $26,880.00 CONTR: $26,612.00	$21,265.72	COOP	1	$21,265.72
29	OG-TWHP-B2040M-AR-3Y-491	Utility Billing: Additional Service Area - Sewer - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHP-B2040M-AR-3Y Start Date: 10/01/2030 End Date: 09/30/2031	LIST: $4,032.00 CONTR: $3,992.00	$3,189.86	COOP	1	$3,189.86
30	OG-TWHQ-B2040M-AR-3Y-491	Utility Billing: Additional Service Area - Trash - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHQ-B2040M-AR-3Y Start Date: 10/01/2030 End Date: 09/30/2031	LIST: $4,032.00 CONTR: $3,992.00	$3,189.86	COOP	1	$3,189.86
31	OG-TWHS-B2040M-AR-3Y-491	Utility Billing: Additional Service Area - Water - Between $20-40 Million - 3Y OpenGov, Inc. - OG-TWHS-B2040M-AR-3Y Start Date: 10/01/2030 End Date: 09/30/2031	LIST: $18,923.00 CONTR: $18,734.00	$14,970.59	COOP	1	$14,970.59
		YEAR 6 SUBTOTAL:					$127,127.85
		SUBTOTAL:					$822,251.40
			TOTAL PRICE:				**$822,251.40**
			TOTAL QUOTE:				**$822,251.40**

Statement of Work

Town of Bay Harbor Islands, FL

Creation Date: 12/23/2025
SoW Expiration Date: 3/23/2025
Document Number: PS-10038.3
Created by: A.C. Long

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OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to Town of Bay Harbor Islands, FL ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

- 2.1. Exhibit 1: Implementation Activities
  - 2.1.1. Financial Management
  - 2.1.2. Utility Billing
  - 2.1.3. Budgeting & Performance
- 2.2. Exhibit 2: Technical Requirements
  - 2.2.1. Financial Management
  - 2.2.2. Budgeting & Performance

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and

allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period thereafter. All affected milestones, delivery dates, and service-level commitments will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The estimated duration of this work is eleven (11) months. The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is

not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

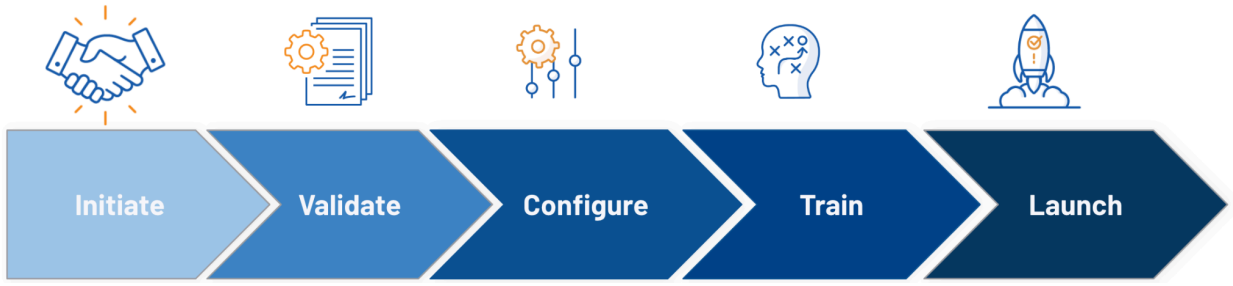
The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Financial Management

Use Cases Build for Financials Solutions

- General Ledger
- Accounts Payable
- Requisitions
- Cash Receipts
- Bank Reconciliation
- Accounts Receivable
- Purchase Cards
- Fixed Assets

Initiate

Provision Financials Instance

OpenGov will:

- Provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Validate

Validation Workshops

OpenGov will:

- Conduct up to fourteen (14) hours of workshops to validate deliverables for the following:
    - Chart of Accounts
    - General Ledger
    - Accounts Payable
    - Requisitions
    - Accounts Receivable
    - Cash Receipts
    - Purchase Cards
    - Fixed Assets
    - Bank Reconciliation

Customer will:

- Identify relevant participants to attend all sessions.

Completion Criteria

- Customer sign-off on the project plan.

Chart of Accounts

OpenGov will:

- Build Customer's Chart of Accounts in OpenGov in accordance with OpenGov technical requirements.
- Build the Chart of Accounts in Excel format.
- Provide up to twelve (12) hours of working sessions for Chart of Accounts.
- Review the Chart of Accounts with the customer.

- Gather sign off from the Customer on the Chart of Accounts in Excel.
- Load the Chart of Accounts into OpenGov.
- Gather sign off from the Customer on the uploaded Chart of Accounts in OpenGov.

Customer will:

- Provide current Chart of Accounts and transactional data in CSV or Excel format.
- Attend all Chart of Accounts working sessions.
- Review and complete Chart of Account mappings.
- Validate and provide sign off on the Chart of Accounts in excel.
- Validate and provide sign off on the Chart of Accounts once it is uploaded to OpenGov.
- Maintain the Chart of Accounts in OpenGov following signoff.

OpenGov assumptions:

- Customer's Chart of Accounts must comply with the OpenGov software. Once the Chart of Accounts is agreed upon, signed-off, and loaded, Customer retains ownership to future changes, updates, or addition of new codes.
- Customer's Chart of Accounts will comply with Florida's state uniform guidelines via mappings / crosswalks.
- OpenGov will load the signed off Chart of Accounts into the Financials Suite one (1) time.

Completion Criteria

- Customer sign-off that the Chart of Accounts has been imported.

Configure

Integrations

OpenGov will:

- Set up an import for the Paycom file to OpenGov for the purposes of creating Journal Entries.

Customer will:

- Provide an IT resource to assist the project team in the initial set-up.
- Work with Paycom to ensure the .csv or excel file export contains the data needed for import to OpenGov.
- Validate that the integrations are operating as expected.

OpenGov assumptions:

- There will not be any customizations to the integrations and/or any export/import functionality.
- The customer will provide a .csv or excel export file from Paycom with all of the relevant fields needed to import a Journal Entry. If the file from Paycom is not in a usable format, this Journal Entry will be a manual import and Customer will own transformations of the file.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

General Ledger

OpenGov will:

- Configure General Ledger settings.
- Provide up to five (5) hours of working sessions covering:
    - Configuration Review
    - Process Walkthrough(s)
    - User Acceptance Testing support

Customer will:

- Provide all current imported Journal Entries.
- Provide account access details.
- Validate data.
- Validate reports.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that the General Ledger has been configured.

Accounts Payable

OpenGov will:

- Configure Accounts Payable settings.
- Configure Consolidated Cash
- Import Vendors
- Provide up to eight (8) hours of working sessions covering:
    - Configuration Review
    - Process Walkthrough(s)
    - User Acceptance Testing support

Customer will:

- Provide a bank account listing
- Provide a Vendor listing
- Define user access levels and approval workflows
- Provide examples of recent invoices
- Provide a voided check copy
- Provide MICR, ACH, and positive pay specifications from bank name
- Test checks, ACH file, and positive pay file with bank name for accuracy
- Validate data
- Review, Test, and Sign off on configuration
- Attend all working sessions

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Accounts Payable has been configured.

Requisitions

OpenGov will:

- Configure Requisition settings.
- Provide up to eight (8) hours of working sessions covering:
    - Configuration Review
    - Process Walkthrough(s)
    - User Acceptance Testing support

Customer will:

- Provide Requisition Approvers.
- Provide Departments.
- Provide a purchasing policy.
- Provide examples of recent Purchase Orders.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Requisitions have been configured.

Cash Receipts

OpenGov will:

- Configure Cash Receipts settings.
- Provide up to five (5) hours of working sessions covering:
    - Configuration Review
    - Process Walkthrough(s)
    - User Acceptance Testing support.

Customer will:

- Provide Receipt Categories and Receipt Groups.
- Provide Tender Types.
- Provide examples of current receipts.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Cash Receipts have been configured.

Accounts Receivable

OpenGov will:

- Configure Accounts Receivable settings.
- Import Customers
- Provide up to four (4) hours of working sessions covering:
    - Configuration Review
    - Process Walkthrough(s)
    - User Acceptance Testing support

Customer will:

- Provide a list of customers
- Provide AR accounts with Balances
- Review, Test, and Sign off on configuration
- Attend all working sessions

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Accounts Receivable has been configured.

Fixed Assets

OpenGov will:

- Configure Fixed Assets settings.
- Provide up to six (6) hours of working sessions covering:
    - Configuration Review
    - Process Walkthrough(s)
    - User Acceptance Testing support

Customer will:

- Provide Fixed Assets data as of end of prior FY (or last audited date) in csv or excel format
- Populate the Fixed Assets upload template
- Review, Test, and Sign off on configuration
- Attend all working sessions

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Fixed Assets has been configured.

Purchase Cards

OpenGov will:

- Configure Purchase Cards settings.
- Provide up to five (5) hours of working sessions covering:
    - Configuration Review
    - Process Walkthrough(s)
    - User Acceptance Testing support

Customer will:

- Complete Categories and Cardholders template.
- Provide Pcard output report from Customer Bank.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

OpenGov Assumptions:

- Customer to provide Bank Name within 2 weeks of contract signing data.
- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Purchase Cards have been configured.

Reporting and Transparency NextGen Reporting

OpenGov will:

- Configure "Standard Datasets" in Reporting and Transparency following the go-live of the General Ledger and Accounts Payable modules.
- Set up (1) view per standard dataset.
- Configure the following OpenGov Standard Reports:
    - Budget vs. Actuals
        - Includes Views for up to three (3) Funds and up to three (3) Departments.
    - Monthly Statement of Revenues & Expenditures
        - Includes Views for up to three (3) Funds and up to three (3) Departments.
    - Balance Sheet
        - Includes Views for up to three (3) Funds.
- Configure the following additional reports:
    - Statement of Net Position
    - Statement of Activities
    - Balance Sheet – Governmental Funds
    - Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position

    - Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds
    - Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances Governmental Funds to the Statement of Activities
    - Statement of Net Position – Proprietary Funds
    - Statement of Revenues, Expenses, and Changes in Net Position – Proprietary Funds
    - Statement of Cash Flows – Proprietary Funds
    - Statement of Fiduciary Net Position – Pension Trust Fund
    - Statement of Changes in Fiduciary Net Position – Pension Trust Fund

Customer will:

- Set up additional views beyond those listed above.
- Review, Test, and Sign off on configuration.

OpenGov Assumptions:

- OpenGov will configure the reports to account for all funds, departments, and other segments.
- The Customer is responsible for making any desired adjustments to the reports.

Completion Criteria

- Customer sign-off that the Reports have been configured.

Train

Administrator Training

OpenGov will:

- Provide up to sixteen (16) hours of Financials system administrator training to enable system administrators on the following topics:
    - Maintaining the Chart of Accounts
    - Creating and posting Journal Entries
    - Running reports and navigating inquiries
    - Importing and exporting data from financials
    - Maintaining Vendor records
    - Maintaining Customer records
    - Requisition workflow
    - Invoice Approval workflow
    - Paying invoices
    - Creating Cash Receipt deposits
    - Adding invoices to Customer accounts
    - Processing Bank Reconciliation for one (1) banks
    - Creating and maintaining Fixed Asset records
    - Processing depreciation

    - Purchase Card transactions
    - OpenGov's import tools for the purposes of bringing in data from 3rd party systems.
    - Provide up to three (3) hours of Reporting & Transparency Administrator training, to enable system administrators on the following topics:
        - Download and upload data to Reporting & Transparency
        - How to create reports and dashboards
        - Standard Datasets

Customer will:

- Identify relevant participants and attend scheduled training sessions.
- Test all relevant use cases as to Customer's processes and Complete User Acceptance Testing according to the project plan.

Completion Criteria

- Administrator Training has been provided.

End User Training

OpenGov will:

- Provide up to sixteen (16) hours of Financials system end user training to enable system administrators on the following topics:
    - Running reports and navigating inquiries
    - Requisition workflow
    - Invoice Approval workflow

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- End User Training has been provided.

Launch

OpenGov Financials Data Migration

OpenGov will:

- Using a copy of the Incode 10 database provided by the customer, extract up to three (3) years of General Ledger and AP Invoice history for the purposes of data conversion.
- Transform the Customer's data into OpenGov's field requirements.
- Upload the following data into the OpenGov Financials Suite:
    - General Ledger
        - Up to two (2) years historical Journal Entry detail
        - Current YTD Journal Entry detail
    - Accounts Payable
        - Up to two (2) years historical AP Invoice detail

        - Current YTD AP Invoice detail
        - Vendors
    - Fixed Assets

Customer will:

- Provide OpenGov copies of the Incode 10 database as needed.
- Be responsible for their data and populate data templates provided by OpenGov where OpenGov is not able to transform data.
- Validate all data and reports prior to providing to OpenGov.
- Validate the data once it is loaded to OpenGov Financials.
- Assist OpenGov in transforming data errors.
- Provide sign off confirming agreement with OpenGov that the data is accurate and complete.

OpenGov assumptions:

- OpenGov will load cutover data up to two (2) times including:
    - One (1) mock cutover
    - One (1) go live cutover
- Customer's Trial Balance is in balance by Fund at the start of the implementation.
- Customer's subsidiary ledgers are reconciled to the general ledger.
- In the event that the customer cannot provide database access or extract unfiltered data to delimited file(s), the Customer is responsible for providing transformed and ready-to-load data in the OpenGov provided data templates. This means that the customer will assume responsibility for any data mapping and required transformations.

Completion Criteria

- Customer sign-off that the Data Migration has been completed.

Bank Reconciliation

OpenGov will:

- Configure Bank Reconciliation settings.
- Provide up to four (4) hours of working sessions covering:
    - Configuration Review
    - Process Walkthrough(s)
    - User Acceptance Testing support

OpenGov assumptions:

- OpenGov assumes the customer is current on Bank Reconciliations by the Financials project go live date. If bank reconciliations are not current, the change order process will be followed.

Customer will:

- Provide a .pdf version of the Bank Statement used to complete their last reconciliation.
- Provide a bank reconciliation report in excel format showing the last balanced reconciliation.

- Provide a list of outstanding checks in .csv or excel format.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.
- Complete bank reconciliation in OpenGov within 30 days following go-live.

Completion Criteria

- Customer sign-off that Bank Reconciliation has been configured.

HyperAdopt

OpenGov will:

- Provide up to forty (40) hours over four (4) weeks of support from the OpenGov project team after go-live.
- Assist the customer with up to (1) live check run.
- Assist the customer with up to one (1) bank reconciliation within 30 days following go-live.

Customer will:

- Attend all working sessions.
- Manage ongoing support and questions through Customer Success and Support following each Phase's go-live.

Completion Criteria

- Customer sign-off that the project has been completed.

Budgeting & Performance

Use Cases Build for Budgeting & Performance:

- Operating Budget
- Workforce Planning
- Budget Book Publication
- Capital Budgeting

Initiate

Provisioning Budget & Planning

OpenGov will:

- Provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
    - Review deliverables
    - Review technical requirements
    - Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Chart of Accounts (COA)

OpenGov will:

- Build Customer's COA in OpenGov in accordance with OpenGov technical requirements.
- Review configured COA and uploaded data and provide training to Customer on how to:
    - Manage new codes
    - Edit COA
    - Create Masks

Customer will:

- Provide current COA and transactional data.
- Validate and provide sign off on COA.
- Maintain the COA following configuration.

Completion Criteria

- Customer sign-off that the Chart of Accounts has been configured.

Operating Budget

OpenGov will:

- Configure one (1) Budget instance.
- Configure budget proposal based on a Segment of the Chart of Accounts.
- Train and assist on the modification of the configuration.
- Configure and upload Customer's base budget file into OpenGov budget instance.
- Configure OpenGov Budget Proposals and Worksheets for Departments in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
    - Create new Proposals and Worksheets
    - Manage Budgets

Customer will:

- Provide a current budget.
- Validate Budget Proposals and Worksheets.
- Signoff on Budget Proposals and Worksheets.

Completion Criteria

- Customer sign-off that Operating Budget proposals and worksheets have been configured.

Capital Budget

OpenGov will:

- Configure one (1) Budget instance.
- Configure and upload Customer's base budget file into OpenGov budget instance.
- Configure proposals and worksheets for Capital Projects in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
    - Create new Proposals and Worksheets
    - Manage Budgets

Customer will:

- Provide a current budget.
- Validate and provide signoff on Budget Proposals.

Completion Criteria

- Customer sign-off that Capital Budget proposals and worksheets have been configured.

Workforce

OpenGov will:

- Provide cost elements based on Customer's existing personnel forecast to workforce document as per OpenGov's best practices.
- Review configured OpenGov Workforce Plan and provide training to Customer on how to:
    - Create Cost Elements
    - Populate and upload the Position Template

Customer will:

- Provide Position calculations and tables.
- Populate the Position Template and upload the completed template into OpenGov.
- Validate and provide signoff on the Workforce Plan calculations.
- Maintain the Workforce Plan and data once configured.

Completion Criteria

- Customer sign-off that the Workforce Plan has been configured.

Reporting

OpenGov will:

- Set up one (1) export and Dataset View to enable OpenGov Budget Reports for the Operating and Capital Budget(s).
- Configure up three (3) standard reports using the customer's integrated financial data:
    - Annual
    - Budget to Actuals
    - Transactions
- Configure up to four (4) Operating Budget Reports using OpenGov budget data:

    - Milestones
    - Development
    - Fund Balance Projections
    - Categories*
- Configure up to two (2) Capital Budget Reports using OpenGov budget data:
    - Development
    - Effect on Operating
- Review configured OpenGov Reports and provide training Customer on how to:
    - Export Budget Data for use in OpenGov Reports.
    - Create new Reports
    - Manage Reports
    - Share Reports

*Budget Categories report is only available to customers using a zero-based budget.

Customer will:

- Validate and provide sign-off of Reports.
- Maintain the Reports once configured.
- Map OpenGov Budget export to Customer ERP import format.

Completion Criteria

- Customer sign-off that Reports have been configured.

Budget Book Publication

OpenGov will:

- Deliver the following Online Budget Book deliverables for use with the completion of the first OpenGov Budget development.
    - Build out the look and feel of six (6) Standard OBB Templates (our standard OBB templates have the mandatory elements for the GFOA award):
        - Home Page
        - Generic (multi-use)
        - Operating
        - Department
        - Capital
        - Capital Project
    - Using the above standard templates, create up to 100 total Project and/orDepartment page shells.
    - Create an Annual Budget Report and FTE Report using OpenGov Budget data and Report Views to use in Department and Project OBB Story Shells.
    - Provide up to ten (10) one-hour working sessions to answer Customer questions on OBB Configuration

  Customer will:

  - Provide logo and branding colors to OpenGov.
  - Create any additional OBB Reports, Report Views, and OBB Stories required by the Customer
  - Add all content to Stories including:

        - Narrative
        - OpenGov Report Views
        - Images
        - Data not in OpenGov
    - Attend working sessions to get answers on OBB questions.
    - Make Stories public and Publish OBB.

Completion Criteria

- Customer sign-off that the Budget Book Publication templates are configured.

Train

Budgeting & Planning Working Sessions

OpenGov will:

- Per the agreed upon Project Plan, schedule working sessions with Customer's system administrators to:
    - Review configurations;
    - Provide training on system functionality;
    - Gain feedback; and
    - Answer questions regarding configured system functionality.

Customer will:

- Per the agreed upon Project Plan, attend working sessions to:
    - Understand configurations;
    - Gain training on system functionality;
    - Give feedback; and
    - Ask questions regarding configured system functionality

Completion Criteria

- Budgeting & Planning Working Sessions have been conducted.

Budget and Workforce Administrator Training

OpenGov will:

- Provide training to Customer system administrators on how to:
    - Create and manage Budgets
    - Prepare to set up Next Year's Budget
    - Create and manage Workforce Plans including Cost Elements and Position Upload Templates
    - Export Budget Data for use in OpenGov Reports.

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- Budget & Workforce Training has been conducted.

Publication Training

OpenGov will:

- Provide one (1) 60- Minute System Training designed for OBB Administrators on how to:
    - Use and copy OBB Templates
    - Add Reports Views to Stories
    - Add Customer content including: narrative, images, and external data to Stories
    - Publish Stories
    - Update and maintain Stories

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- Publication Training has been conducted.

End-User Training

OpenGov will:

- Provide two (2), 60-Minute training session(s) to Customer's Internal Users on how to:
    - Navigate Opengov Budgets and Reports
    - How to enter Budget data
    - How to run and use reports

Customer will:

- Identify relevant participants and attend scheduled training sessions.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of working sessions to answer any questions following solution acceptance.

Customer will:

- Identify issues and attend sessions.

Completion Criteria

- Customer sign-off that the project has been completed.

Utility Billing

Initiate

Provision Utility Billing Module Instance

OpenGov will:

- Provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Validate

Validation Workshops

OpenGov will:

- Conduct up to three (3) hours of workshops to validate deliverables for Utility Billing.

Customer will:

- Identify relevant participants to attend all sessions.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Utility Billing

OpenGov will:

- Evaluate current Rate tables and Service Codes (as functions in OpenGov financials) and provide a recommendation for OpenGov configuration.
- Build crosswalks for the following OpenGov functions:
    - Route table
    - Transaction Code table
    - Service Code table
    - Class Code table
    - Meters
    - Rate table
- Configure Utility Billing settings.
- Complete one (1) parallel billing for a subset of data for each rate/service code type.
- Complete one (1) parallel billing end-to-end for each billing cycle:
- Provide up to six (6) hours of working sessions following each parallel billing covering:
    - The parallel billing results
    - Recommended configuration adjustments
    - How to validate the configuration
- Complete cutover conversion as agreed upon in the project plan and previous parallel billing
- Provide up to sixteen (16) hours of working sessions covering:
    - Configuration Review
    - Process Walkthrough(s)

- User Acceptance Testing support

Customer will:

- Provide lists of all Rates, Service codes.
- Review, Test, and Sign off on configuration.
- Review, Test, and Sign off on all test parallel billings.
- Attend all working sessions.
- Provide access to utility billing data.
- Provide a billing register, utility billing trial balance, and any additional reports needed for validation.

Completion Criteria

- Customer sign-off that the Utility Billing Module has been configured.

Financials Suite Reporting

OpenGov will:

- Deliver reports requested by the customer, as supported with current software functionality.

Customer will:

- Review, Test, and Sign off on delivered reports.
- Own the creation of additional reports outside of those listed.
- Own modifications to delivered reports.

OpenGov assumptions:

- OpenGov may deliver the report in a different format or a combination of reports.

Completion Criteria

- Customer sign-off that available reports have been reviewed.

Train

Administrator Training

OpenGov will:

- Provide up to ten (10) hours of Financials system administrator training to enable system administrators on the following topics:
  - Creating Cash Receipt deposits
  - Adding invoices to Customer accounts
  - Meter Read processing
  - Creating and maintaining Utility Billing Customers and Rates
  - Creating a Billing Register and making adjustments
  - Sending billing information to Datapros
  - Cutoff notices, door hangers
  - Receiving monies into Utility Billing
  - Utility Billing Online Portal
  - Exporting Utility Billing General Ledger impact

Customer will:

- Identify relevant participants and attend scheduled training sessions.

- Test all relevant use cases as to Customer processes.

Completion Criteria

- Administrator Training has been conducted.

Launch

Data Migration

OpenGov will:

- Set up a secure SFTP site for data transfer purposes.
- Validate the following reports provided by the Customer:
  - Billing register
  - Utility billing trial balance
  - Additional reports needed for validation
- Transform the Customer's data into OpenGov's field requirements.
- Upload the following data provided by Customer into the OpenGov Financials Suite:
  - Utility Billing open balances
- Transform data errors with Customer's assistance
- Produce and communicate errors where data, for example, is missing or does not fit segment length.

Customer will:

- Upload a copy of their Incode database to the secure SFTP site or provide direct access to the Incode database.
- Be responsible for their data and populate data templates provided by OpenGov where applicable.
- Validate all data and reports prior to providing to OpenGov.
- Validate the data once it is loaded to OpenGov Financials.
- Assist OpenGov in transforming data errors.
- Provide sign off confirming agreement with OpenGov that the data is accurate and complete.

OpenGov assumptions:

- OpenGov will load cutover data up to two (2) times including:
  - One (1) mock cutover (parallel billing)
  - One (1) go live cutover
- In the event that OpenGov cannot access the Customer's legacy database, the Customer is responsible for providing data in the OpenGov provided data templates.
- If the Customer is unable to provide validation reports, the Customer will be responsible for providing the data to be used in the data conversion.
- The customer is able to provide attachment data for OpenGov to load.

Completion Criteria

- Customer sign-off on that the Data Migration has been completed.

HyperAdopt

OpenGov will:

- Provide HyperCare Support to the Customer for a maximum of 1 billings per cycle until each billing cycle is completed 1 time or for fifty (50) hours, whichever comes first.

Customer will:

- Attend all working sessions.
- Manage ongoing support and questions through Customer Success and Support following each Phase's go-live.

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Financials Hardware and Technical Requirements

Computers, tablets or other user devices

- Access to the internet; Google Chrome is the recommended browser for optimal performance.

Printer

- MICR ink compatible

Check Stock

- blank, 8 1/2" x 11", check at the bottom

Cash Drawers

- MMF Cash Drawer - Value Line or MMP Cash Drawer - Advantage

Receipt Printer

- Model options: Ithaca 9000 - Thermal Printer, Epson T20III - Thermal, Thermal/inkjet, Epson TM-H6000IV

Thermal Paper

- Compatible with receipt printer

Scanner (Optional)

- Twain driver scanner

Chart of Accounts

- Flat file
- .csv, .xls, .xlsx with headers
- Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.

Vendor Listing

- Flat file
- .csv, .xls, .xlsx with headers

Customer Listing

- Flat file
- .csv, .xls, .xlsx with headers

Trial Balance

- Flat file
- .csv, .xls, .xlsx with headers
- 3-5 Years of Data

Current Budget

- Flat file
- .csv, .xls, .xlsx with headers

Unpaid Invoice Report

- Flat file
- .csv, .xls, .xlsx with headers

Calendar YTD 1099 totals by vendor and tax payment type

- Flat file
- .csv, .xls, .xlsx with headers

Fixed Assets Data

- Flat file
- .csv, .xls, .xlsx with headers

Bank Statement

- .pdf

Bank Reconciliation Report

- Flat file
- .csv, .xls, .xlsx with headers

Outstanding Checks and Deposits List

- Flat file
- .csv, .xls, .xlsx with headers

AR Customer Balance by Service Code

- Flat file
- .csv, .xls, .xlsx with headers

Budgeting & Performance Technical Requirements

Chart of Accounts

- Flat file
- .csv, .xls, .xlsx with headers
- Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.

Financial Data Files (Transactional Export)

- Flat file
- .csv, .xls, .xlsx with headers
- 3-5 Years of Data

Financial Data Files (Summary Revenue and Expense Export)

- PDF export

Current Budget

- Flat file
- .csv, .xls, .xlsx with headers
- Operating Budget

Personnel Calculations and Tables

- PDF, Word, csv, .xls, .xlsx with headers

Logo Image

- .jpg or .png format
- Transparent

Branding Guidelines

- Hex codes

Statement of Work

Expert Services

Town of Bay Harbor Islands, FL

Creation Date: 12/22/2025
SoW Expiration Date: 2/22/2026
Document Number: PS-10038.1.ES
Created by: A.C. Long

Introduction

This Statement of Work (SOW) outlines the terms and scope of OpenGov Expert Services to be provided by OpenGov to Town of Bay Harbor Islands, FL (the "Customer") pursuant to the applicable Order Form. The objective of this SOW is to define the engagement framework and responsibilities of both parties to ensure the successful execution of the expert services.

1. Scope of Services

1. Service Overview:
   - 1.1. Expert services for the operation, monitoring, and optimization of Financial Management.
   - 1.2. Access to OpenGov Professional Services resources for post-implementation activities (e.g.training, consulting, configuration, or staff augmentation).
   - 1.3. Accelerate is the mid-tier expert services level offering additional expertise through an expanded volume of service packages.
   - 1.4. OpenGov will perform the work under this SOW remotely unless on-site activities are explicitly selected in the annual plan.
   - 1.5. If on-site activities are selected, the Customer is responsible for paying travel expenses as incurred on a quarterly basis. If applicable, the not to exceed amount for the quoted expenses will be included on the Project Charter.
   - 1.6. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.
2. Key Activities:
   - 2.1. Annual planning session within the first 30 days of the contract year to define the activities to be completed that year and resources allocated to those activities.
   - 2.2. The Project Charter is defined as the annual plan of activities, tasks, assignments, timeline, and milestones to be performed by OpenGov and Customer within the contract year.
   - 2.3. Creation of a Project Charter between OpenGov and Customer outlining the agreed upon expert services for that year. Once the Project Charter timeline is mutually agreed upon, any changes will require a Change Order per Section 6.
3. Timeline
   - 3.1. Expert Services are delivered annually per the Order Form, with a contract year potentially shorter than twelve months if specified on the Order Form.
4. OpenGov Responsibilities
   - 4.1. Assign qualified personnel to perform the agreed upon activities.
   - 4.2. Ensure timely and professional execution of deliverables as outlined in the Project Charter.

4.3. Maintain clear and regular communication with the Customer as needed for planning and execution of agreed upon activities.

4.4. In the event of requested changes to the Project Charter, a change order will be drafted and sent to Customer for signature.

5. Customer Responsibilities

5.1. Assist OpenGov in coordinating and attend the annual planning session within the first 30 days of a new subscription term.

5.2. Provide access to the relevant personnel, systems, and data per activities defined in the Project Charter.

5.3. Review and approve deliverables within a timely manner as outlined in the Project Charter.

5.4. Designate a point of contact for ongoing communication and decision-making.

5.5. Submit a change order request if changes to the Project Charter are needed.

6. Change Order Process

6.1. Any change to the scope as outlined in the Project Charter must be agreed to in writing by both Customer and OpenGov, and documented via a Change Order.

6.2. Verbal agreement is not binding on OpenGov or Customer.

6.3. A Change Order is defined as work that is added to or deleted from the original scope of this SOW.

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a resolution updating the signers on the Town's accounts with Bank of America.

DESCRIPTION:
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 is required to notify the Depository Bank of the change to make appropriate revisions. It is now necessary to change authorized signers on the Town bank accounts due to the change in the Finance Director position.

Resolution 2496 was adopted by the Town Council on August 13, 2025, setting the list of authorized employees for bank signatory purposes. This proposed resolution is to update the list of signers

RECOMMENDED ACTION:
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.

FINANCIAL ANALYSIS:
None

BUDGET IMPACT:

Submitted By: Gerald Bryan, Finance Director

ATTACHMENTS

1.	Resolution-Signers on Bank of America

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 Gerald Bryan, Finance Director, or _____

By Alex Rosario Garcia, Asst. Finance Director _____

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 _____

Stephanie Bruder _____

Joshua D. Fuller _____

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 2. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 14th day of January, 2026.

Motion By: _____
Second By: _____

FINAL VOTE:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Joshua D. Fuller	_____
Council Member Molly Diallo	_____
Council Member Teri D'Amico	_____
Council Member Eric Rappaport	_____
Council Member Robert H. Yaffe	_____

_____
ISAAC SALVER
MAYOR

ATTEST:

_____

EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

GREENSPOON MARDER LLP.
TOWN ATTORNEYS
BY: MORRIS G. (SKIP) MILLER.

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 7.

ITEM:
Discuss and consider a Change Order in favor of Kimley Horn and Associates (KHA) and provide Construction and Inspection (CEI) services in the amount of $44,580.00, associated with the replacement of Ejector Station A with submersible pumps. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:

BACKGROUND

In a letter dated December 2022 from the Department of Regulatory and Economic Resources (DERM), to then Town Manager Maria Lasday committed to replace sewer ejector station "A" under a remedial action plan (RAP).

At the May 14th Regular Council meeting, Council unanimously approved the contract to replace ejector station "A" with a twin submersible pump lift station in the amount of $871,000.00. This project is currently in the permitting phase and shop drawing review phase, and KHA is providing assistance with both activities under their existing contract.
The existing contract with KHA consists of five Tasks as follows:

Task 1: Topographic Surve/ Site Visit/ Preliminary Design
Task 2: 90% Design Submittal
Task 3: Final Design Submittal
Task 4: Permitting Services
Task 5: Post Design Services

The description of the deliverable under Task 5 includes services that will be provided *after* the pump station is constructed but does not include services *during* construction.

This request for change order # 2 therefore is to add costs to the existing contract to provide engineering services during construction (CEI Services).

Change order # 1 is associated with additional surveying costs and was in the amount of $995.00.

DISCUSSION

KHA is one of six (6) Continuing Services Engineering consultants currently under contract with the Town. The other five are Chen More and Associates (CMA), CHA, Ardurra, Hazen and Sawyer, and Atkins Realis. KHA designed the project and are in the process of preparing and Engineering Report and a Permit Application Package, consistent with Task 4.

The advantages of using KHA to provide CEI services on a project that they designed are arguably, as follows:

1. Greater efficiency with responses to request for information (RFI) from the contractor.
2. Greater efficiency in the transition from the Construction phase to the startup and commissioning phase, that will be performed by KHA.
3. The cost to provide CEI Services will be lower from a consultant who performed the project design.

RECOMMENDED ACTION:
Discuss and consider a Change Order in favor of Kimley Horn and Associates (KHA) and provide Construction and Inspection (CEI) services in the amount of $44,580.00, associated with the replacement of Ejector Station A with submersible pumps.

FINANCIAL ANALYSIS:
GL Line-Item Number: 402.5350.400063.000
Total Revised Budget: $0.00
Encumbered Amount: $0.00
Balance Remaining: $0.00

The amount of $44,580 was not budgeted in Fiscal year 2025-26 and will be appropriated in a budget amendment.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	STAFF MEMO TO APPROVE KHA CO FOR CEI LS A
2.	BHI 100th St Ejector Contract Fully Executed
3.	CHANGE ORDER # 1
4.	REQUEST FOR CHANGE ORDER 2

TOWN OF BAY HARBOR ISLANDS
MEMORANDUM

TO:	Mayor and Town Council Members	
THRU:	Lindsley Noel, MAcc.	Town Manager
FROM:	Randy L. Daniel, P.E., PMP, CFM	Town Engineer/ Floodplain Administrator
CC:	Sam Zamacona, E.I. Randy Stokes Gerald Bryan Fausto Vargas-Reyes	Capital Improvement Program Director Public Works Director Finance Director Procurement Officer
DATE:	January 14, 2026	
SUBJECT:	Construction Engineering Inspection (CEI) services for Project # BHI 252 - Replace Sewer Ejector Station A with a Submersible Pump Station	

RECOMMENDATION

Discuss and consider a Change Order in favor of Kimley Horn and Associates (KHA) and provide Construction and Inspection (CEI) services in the amount of $44,580.00, associated with the replacement of Ejector Station A with submersible pumps.

BACKGROUND

In a letter dated December 2022 from the Department of Regulatory and Economic Resources (DERM), to then Town Manager Maria Lasday committed to replace sewer ejector station “A” under a remedial action plan (RAP).

At the May 14th Regular Council meeting, Council unanimously approved the contract to replace ejector station “A” with a twin submersible pump lift station in the amount of $871,000.00. This project is currently in the permitting phase and shop drawing review phase, and KHA is providing assistance with both activities under their existing contract.
The existing contract with KHA consists of five Tasks as follows:

Task 1: Topographic Surve/ Site Visit/ Preliminary Design
Task 2: 90% Design Submittal
Task 3: Final Design Submittal
Task 4: Permitting Services
Task 5: Post Design Services

The description of the deliverable under Task 5 includes services that will be provided *after* the pump station is constructed but does not include services *during* construction.

This request for change order # 2 therefore is to add costs to the existing contract to provide engineering services during construction (CEI Services).

Change order # 1 is associated with additional surveying costs and was in the amount of $995.00.

DISCUSSION

KHA is one of six (6) Continuing Services Engineering consultants currently under contract with the Town. The other five are Chen More and Associates (CMA), CHA, Ardurra, Hazen and Sawyer, and Atkins Realis. KHA designed the project and are in the process of preparing and Engineering Report and a Permit Application Package, consistent with Task 4.

The advantages of using KHA to provide CEI services on a project that they designed are arguably, as follows:

1. Greater efficiency with responses to request for information (RFI) from the contractor.
2. Greater efficiency in the transition from the Construction phase to the startup and commissioning phase, that will be performed by KHA.
3. The cost to provide CEI Services will be lower from a consultant who performed the project design.

FINANCIAL ANAYSIS

GL Line-Item Number: 402.5350.400063.000
Total Revised Budget: $0.00
Encumbered Amount: $0.00
Balance Remaining: $0.00

The amount of $44,580 was not budgeted in Fiscal year 2025-26 and will be appropriated in a budget amendment.

ATTACHMENTS

Staff Memo
Proposal from Kimley Horn and Associates for CEI Services

Draft Resolution

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment Number 1 dated August 27, 2024 to the agreement between **Town of Bay Harbor Islands** ("Client") and **Kimley-Horn and Associates, Inc.** ("Consultant") dated November 16, 2023 ("the Agreement") concerning the 100th Street Ejector Station Replacement (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement. The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

The Consultant will perform the following services:

Task 1 – Additional Survey

Kimley-Horn's subconsultant will update the existing Sketch and Topographic Survey with the location of the Sanitary Sewer Manhole (SSMH 80). The Survey limits are at the manhole located at the north side of the intersection of West Bay Harbor Drive and Kane Concourse. The Survey will be updated in AutoCad and pdf format, with a text file containing the manhole coordinates and rim elevation.

Consultant and Client agree to the following general schedule in connection with the services set forth above: Mutually agreed schedule.

For the services set forth above, Client shall pay Consultant the following compensation:

Kimley-Horn will perform the services in **Task 1** for the total lump sum labor fee below, including expenses.

Task	Description	Fee	Fee Type
Task 1	Additional Survey	$995.00	Lump Sum

CLIENT:

TOWN OF BAY HARBOR ISLANDS

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: Stefano Viola, P.E.

Title: Vice President

Date: August 27, 2024

AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment Number 2 dated July 7, 2025 to the agreement between **Town of Bay Harbor Islands** ("Client") and **Kimley-Horn and Associates, Inc.** ("Consultant") dated November 16, 2023 (the "Agreement") concerning the 100th Street Ejector Station Replacement (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement. The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

The Consultant will perform the following services:

Task 1 – Additional Survey

Kimley-Horn's subconsultant will perform a stake out of the proposed pump station aboveground features limits on site. The stake out will facilitate the coordination of the FPL pole and guywire relocation. The stake out limits are limited to wetwell top slab edge and proposed force main coordinates. Kimley-Horn will perform site visit with FPL representative to identify suitable location for guywire relocation.

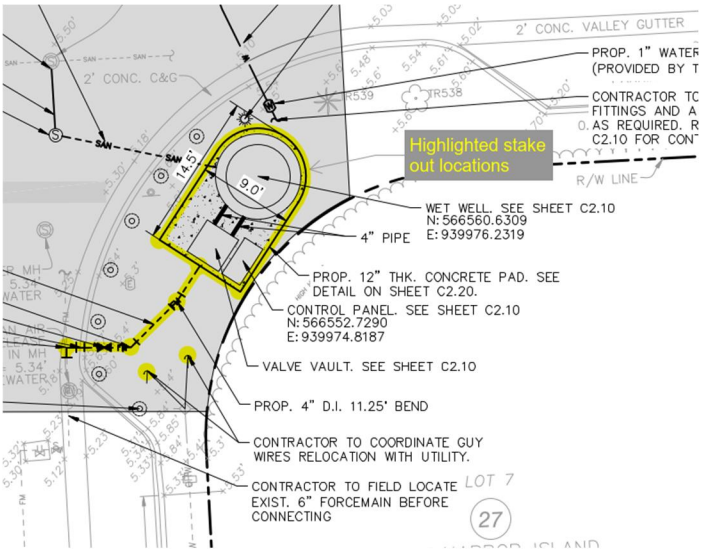


Figure 1 Staking Limits

Task 5 – Additional Post Design Services

- Kimley-Horn shall attend one (1) in-person pre-construction meeting and virtual monthly progress meetings with the Construction Manager and their Contractor(s) to assess the project schedule and Contractor progress for the duration of the construction process. Assume eight (8) progress meetings.

- A Resident Project Representative ("RPR") shall be furnished by Kimley-Horn and shall act as directed by Kimley-Horn to assist the Client in observing performance of work of the Contractor(s).

The RPR shall visit the site for a total of twenty (20) site visits during construction to observe the progress and quality of the work executed by the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the "Contract Documents"). The RPR will be onsite for up to 2 hours for each site visit. The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR's efforts will be directed toward providing the Client with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, Kimley-Horn shall keep the Client informed of the progress of the work, shall endeavor to protect the Client against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. Kimley-Horn shall perform the observations in accordance with the standard of care of the profession at the time of service.

- Kimley-Horn shall review and approve (or take other appropriate action in respect of) Shop Drawings and samples and other data that each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto. Kimley-Horn shall perform these reviews in accordance with the standard of care of the profession at the time of service. Kimley-Horn shall consult with and advise the Client as to the acceptability of substitute materials and equipment that are proposed by the Construction Manager's prime contractor(s) hereinafter called "Contractor(s)".

- Kimley-Horn shall issue the Client's instructions to the Contractor, as well as issue interpretations and clarifications of the plans and specifications in connection therewith and review change orders as required.

- When requested by Contractor and Client, Kimley-Horn will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

- Based on Kimley-Horn's on-site observations and upon review of applications for payment and the accompanying data and schedules, Kimley-Horn shall work with the Client to determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to the Client based on such observations and review that the work has progressed to the point indicated and that, to the best of Kimley-Horn's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents (subject to any qualifications stated in Kimley-Horn's recommendations), and that payment of the amount recommended is due to Contractor(s).

  By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that observations made by Kimley-Horn to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Kimley-Horn in this Agreement. Neither Kimley-Horn's review of Contractor's work for the purposes of recommending payments nor Kimley-Horn's recommendation of any payment including final payment will impose on Kimley-Horn responsibility to supervise, direct, or control Contractor's

work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Task 6 – Contingency Allowance

At the request of the Client, Kimley-Horn will perform additional services required to complete the approved scope of work. Additional services shall not be undertaken without prior written approval of the Client's Project Manager or his designee. A not-to-exceed amount of **$7,000.00** is established for services related to this task.

SCHEDULE

Kimley-Horn assumes that the construction duration is 8-months. If the construction duration exceeds the estimated timeline, Kimley-Horn may perform additional services as requested and approved by the Client. Payment for additional services may be withdrawn from the Task 6 - Contingency Allowance.

COMPENSATION

Kimley-Horn will perform the services in Task 1 and Task 5 for the total lump sum amount of **$37,580.00.** Kimley-Horn will submit invoices, based on the percent completion of the work for each task and sub-task. The Engineer will manage work hours between tasks and employee classifications, and/or utilize other appropriate employee classifications, provided that the work assignment total compensation is not exceeded. The invoice will be substantiated with estimated completion percentage for each task.

A not-to-exceed amount of **$7,000.00** is established in Task 6 for additional services that may be requested by the Client related to this Task Authorization. The ENGINEER will not use Task 6 without prior written approval of the Client's project manager or their designee.

The following is a breakdown of the lump sum fee for reference:

Task	Description	Fee	Fee Type
Task 1	Additional Survey	$2,415.00	Lump Sum
Task 5	Post Design Services	$35,165.00	Lump Sum
	Sub-Total	**$37,580.00**	Lump Sum
Task 6	Contingency Allowance	$7,000	Not-To-Exceed
	Total Task Authorization	**$44,580.00**	-

CLIENT:	CONSULTANT:
TOWN OF BAY HARBOR ISLANDS	KIMLEY-HORN AND ASSOCIATES, INC.
By: _____	By: Stefano Viola, P.E
Title: _____	Title: Vice President
Date: _____	Date: July 7, 2025

LIMITED CONSTRUCTION PHASE SERVICES - STAFFING HOURS

PROJECT:	100th Street Ejector Station Replacement - Limited Construction Phase Services	SHEET:	
CLIENT:	Town of Bay Harbor Islands	FILE NO:	
ESTIMATOR:	Kevin Gerszuny	DATE:	7/7/2025

DESCRIPTION:	Senior Engineer	Project Manager	Project Engineer	Engineer	Junior Engineer	Support Specialist	CAD Technician	Inspector	Expenses	Line Total	Task Total
Task 1: Additional Survey		3		3							$2,415.00
FPL Coordination and Stake Out Site Visits		3		6					$675	$2,415.00	
Task 5: Post Design Services											$35,165.00
In Person Pre-Construction Meeting		3		3						$1,260.00	
Virtual Progress Meetings (8 Meetings)		8		16						$4,640.00	
RPR Progress Site Visits (20 Visits)		6		60						$11,160.00	
Substantial Completion "Punchlist" Site Visit		2		3						$1,000.00	
Shop Drawing Review		12		40		3				$9,895.00	
Request for Information Responses		6		12		2				$3,730.00	
Review of Pay Applications		4		4						$1,680.00	
Review Change Order documentation		2		8						$1,800.00	
Task 6: Contingency Allowance											$7,000.00
	0	**43**	**0**	**146**	**0**	**5**	**0**	**0**	**0**		
LABOR RATE ($/HOUR)	**280.00**	**260.00**	**210.00**	**160.00**	**130.00**	**125.00**	**125.00**	**115.00**	**1**		
SUBTOTAL	**$0.00**	**$11,180.00**	**$0.00**	**$23,360.00**	**$0.00**	**$625.00**	**$0.00**	**$0.00**	**$0.00**		
PAGE TOTAL										**$37,580.00**	**$44,580.00**

STONER
SURVEYORS • MAPPERS

4341 S.W. 62nd Avenue, Davie, FL 33314
T: (954) 585-0997
www.stonersurveyors.com

March 19, 2025

Mr. Kevin Gerszuny, PE (FL, PR)
Kimley-Horn
8201 Peters Road
Suite 2200
Plantation, FL 33324

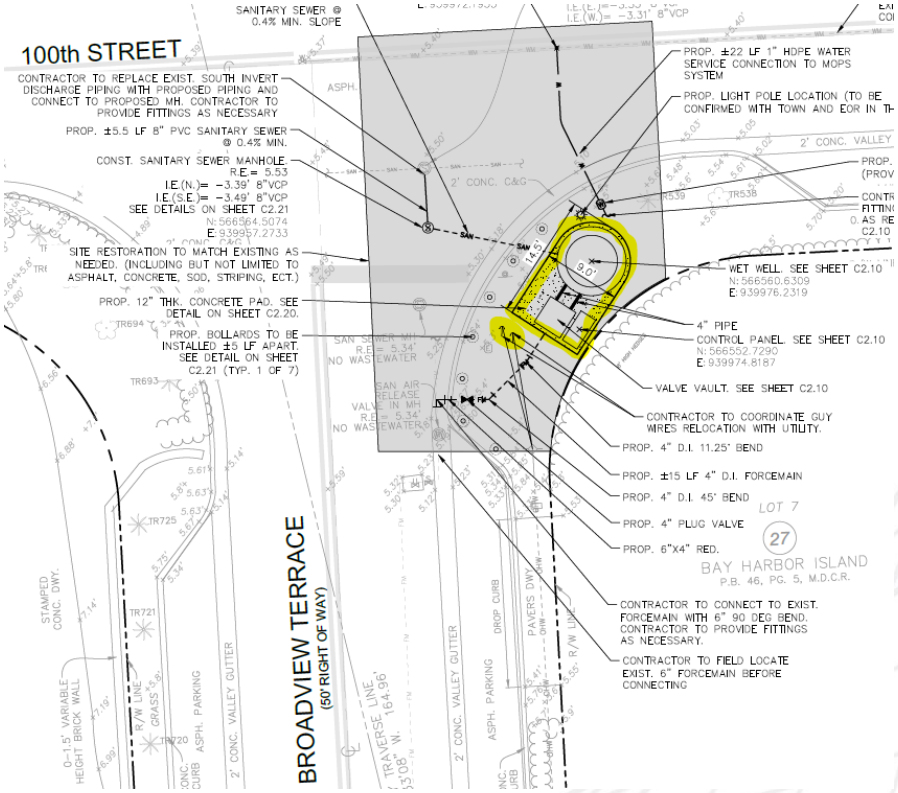
RE: Proposal for Professional Surveying Services
100th Street Ejector Station
Town of Bay Harbor Islands, FL

Dear Mr. Gerszuny,

I am pleased to provide you with this proposal for surveying services at the above-referenced site. Based on the information that you provided, I have developed the scope of services shown below.

Site Limits:

Proposed Lift Station footprint and two (2) guywires highlighted in yellow in the sketch below.



SCOPE OF SERVICES:

- S&A will stake out the footprint of the proposed Lift Station and the location of two (2) guywires.
- The location of the Lift Station and guywires will be based on an AutoCAD drawing file provided by the client.

Project Fee(s):	**Amount**
Survey Fee	$675.00
Total :	**$675.00**

Note: Fee includes travel time**.**

Deliverables:

There are no deliverables anticipated. S&A will notify you when the stakeout has been performed.

The above scope of services and associated fee(s) are based on the following:

- Stakeouts will be performed on a one-time basis. Additional stakeouts will be billed at our current hourly rates.
- Coordination with the Town, FPL or outside consultants is not included.

Service, outside of the above scope of services, will be billed on an hourly basis per the rate schedule shown below:

Employee Classification	**Hourly Rate**
Principal	$190.00
Senior Professional Land Surveyor	$150.00
Project Manager	$90.00
Survey/CAD Technician	$85.00
Survey Crew	$175.00
Administrative	$80.00

Standard General Conditions:

- **Payment of Invoices** – Invoices are due and payable upon receipt. Delinquent accounts more than 30 days from the date of the invoice will constitute a breach of this agreement, and all remaining services may be terminated at the option of Stoner & Associates, Inc. (from now on referred to as S&A). Should it become necessary to collect any unpaid invoices through attorney or legal proceedings, the client agrees to pay all costs of collections, including attorneys' fees.

- **Hours & Rates** - Rates are based on a forty (40) hour week, excluding holidays. Time more than forty (40) hours per week will be invoiced at one and one-half times the rates quoted herein (overtime time-and-a-half).

- **Termination** – The obligation to provide further services under this agreement may be terminated by either party upon seven (7) day' written notice in the event of substantial failure by the other party to perform by the terms hereof through no fault of the terminating party.

- **Client-Furnished Information** – S&A will consider all information supplied by the client as accurate and correct. Extra work or work was done over because of inaccurate or incorrect information supplied by the client will be paid for as additional services.

- **Ownership of Documents** – All documents prepared under this Agreement are instruments of service and are the property of S&A. The use of said documents on other projects or extensions of this project must be approved in writing by S&A.

- **Additional Services** – If authorized by the client, S&A will furnish additional services, which are not considered normal or customary basic services. The cost for additional services provided by S&A personnel will be billed on a time and materials basis. Additional services provided by others (i.e., soil testing, aerial photography, etc.) will be billed directly to the client by the provider.

- **Reimbursable Expenses** – The client will pay S&A for the actual expenses incurred in connection with the project for commercial travel and subsistence, shipping charges (i.e. Federal Express, mail, etc.), courier/delivery charges, printing, and reproduction costs.

- **Controlling Law** – This Agreement will be governed by the laws of the State of Florida and is deemed to have been entered into in Broward County, Florida.

- **Oral Agreements** – No oral agreement guaranty, promise, representation or warranty will be binding.

- **Limitation of Liability** – The client agrees to limit any and all liability or claim for damages, cost of defense, or expenses to be levied against S&A by the client or third parties to a sum not to exceed $20,000.00 or the amount of our fee, whichever is greater, on account of any design defect, error, omission, or professional negligence.

Sincerely,

STONER & ASSOCIATES, INC.

Walter De La Rocha, P.S.M.
Sr. Professional Surveyor and Mapper

WDLR: las

Authorization to Proceed – The person signing below authorizes the work herein described to be performed and does so on behalf of the owner of the property in question and warrants that he/she has authority to sign this agreement on behalf of the owner and will accept all charges incurred on behalf of the owner.

Read and approved this _____ day of _____, 2025.

SIGNATURE: _____

TYPED NAME AND TITLE: _____

FIRM: _____

Please complete the information requested below to ensure that we have accurate information for this project.

PROJECT CONTACT / BILLING INFORMATION

Business Name: _____

Business Address: _____

_____

_____

Business Phone Number: _____

Business Fax Number: _____

Project Manager's Name: _____

Contact Phone Number: _____

E-mail Address: _____

Billing Contact's Name: _____

Contact Phone Number: _____

E-mail Address: _____

Billing Address:
(if different than above) _____

_____

_____

Preferred Method of Receiving Invoices: **Mail** _____ **E-Mail** _____

PROJECT AGREEMENT

Between

TOWN OF BAY HARBOR ISLANDS

And

Kimley-Horn and Associates, Inc.

For

100th Street Ejector Station Replacement

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the TOWN OF BAY HARBOR ISLANDS (hereinafter referred to as "TOWN") and Kimley-Horn And Associates, Inc. (hereinafter referred to as "CONSULTANT") dated October 23, 2017, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The TOWN and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide professional services to the TOWN for the Project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The TOWN may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the TOWN the following Deliverables:

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The TOWN Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the TOWN Council

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the TOWN. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the TOWN Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the TOWN on the Commencement Date, and shall continuously perform services to the TOWN, without interruption, in accordance with the time frames set forth in Exhibit "2". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** TOWN agrees to pay CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of **$95,765.00**. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, TOWN'S obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the TOWN for payment to the CONSULTANT is disputed, or additional backup documentation is required, the TOWN shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the TOWN with a written response and any additional information requested by the TOWN within five (5) working days of the date of the TOWN's notice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The TOWN, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the TOWN becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the TOWN may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the TOWN's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the TOWN that, upon receipt from the TOWN of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the TOWN all documents requested by the TOWN evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the TOWN by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the

TOWN, the CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the TOWN for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the TOWN and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the TOWN its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the TOWN make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the TOWN and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the TOWN, transfer to either the TOWN or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the TOWN'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the TOWN.

6.4 **Suspension for Convenience**. The TOWN shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the TOWN, the CONSULTANT shall immediately comply with same. In the event the TOWN directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the TOWN shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
Marissa Maring	Project Manager

Gary Ratay	Senior Engineer
Stefano Viola	Professional Engineer
Stephen LaBonia	Engineer
Angel Turpin	Engineer
Jeffrey Sallee	Electrical Engineering
Luis Guerra	Inspector
Shanda Layne	Administrative
Casey Crozier	Administrative

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the TOWN reserves the right to reject any proposed substitution for any of the above-named individuals, and the TOWN shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the TOWN and the CONSULTANT dated October 23, 2017, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The TOWN, signing by and through its _Town Manager_, attested to by its Town Clerk, duly authorized to execute same, and by CONSULTANT, by and through its __Vice President__, duly authorized officer to execute same.

TOWN
TOWN OF BAY HARBOR ISLANDS

By:_____

The _____ day of _____, 2023

AUTHENTICATION:

_____
Town Clerk

(SEAL)

APPROVED AS TO FORM

Greenspoon Marder LLP

By: _____
Town Attorney

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Print Name: Gary R. Ratay, P.E.
Title: Vice President

The 16 day of NOVEMBER, 2023

AUTHENTICATE:

_____
Secretary

Stefano Viola
Print Name

(CORPORATE SEAL)

WITNESSES:

_____
Print Name: GEOFFREY CHONG

_____
Print Name: Daniel Madar

Exhibit "1"

Project Description

The CONSULTANT is pleased to submit this proposal for the replacement and upgrade of the TOWN's 100th Street Ejector Station to increase system capacity for proposed development, improve system efficiency, and reduce system maintenance. The work shall include the removal of the existing ejector station and replacement with a new prefabricated submersible pump station with mechanical and electrical equipment, grinder pumps, pipes, valves, valve vault, and control panel.

The project objectives are as follows:

1. Evaluate the current and proposed wastewater capacities based on land use.
2. Evaluate pump station operating pressures to develop the proposed operating condition and the new pumping equipment requirements.
3. Evaluate available TOWN right-of-way (ROW) for new prefabricated pump station layout.
4. Minor gravity sewer and force main modifications may be required for connection of new prefabricated pump station.
5. Limited hydraulic modeling to confirm proposed pump station force main sizes and to analyze the two (2) existing 4" force mains running parallel along Broadview Terrace and Kane Concourse.
6. Provide professional services associated with project design, permitting, bid document development, and limited post design services.

Exhibit "2"

Scope of Services

The scope of services will be completed by CONSULTANT and its sub-consultant Stoner & Associates, Inc. for field surveying and Tierra of South Florida for geotechnical. The following tasks will be performed in close coordination with TOWN staff.

Task 1 – Topographic Survey/Site Visit/Preliminary Design

1.1 The CONSULTANT will provide a topographic and tree survey prepared by a Florida registered professional land surveyor meeting horizontal and vertical requirements for design survey. The survey will be used as the site plan for the proposed pump station improvements. During this phase, the CONSULTANT will perform the following tasks:

- The topographic survey will extend to the right of way lines.
- The survey will go 25' past the radius return along each street.
- Establish horizontal and vertical control points to support the survey efforts.
- Vertical control (elevations) will be based on National Geodetic Vertical Datum of 1929 (NGVD29).
- Horizontal control will be based on the Florida State Plane Coordinates System, East Zone, North American Datum of 83/90.
- Elevations will be measured approximately every 50 feet, at centerline and edges of pavement and high and low spots.
- Locate surface features within the survey limits as follows: pavement, driveways, paved swales, sidewalks, slabs, back of curbs, walls, fences, and signage.
- Locate visible surface evidence of utilities as follows: utility poles, guy wires, street lighting, storm sewer structures, sanitary sewer structures, wire pull boxes, cable enclosures, utility cabinets, valves, valve boxes, meter boxes, backflow preventers, fire hydrants, and overhead utilities.
- Measure the rim and invert elevation of sanitary and storm sewer structures that are accessible. Determine pipe types, size, and flow direction, when possible. Structures located within active roadways will be as-built at the field crew's discretion, based on safety considerations.
- Locate road pavement striping.
- Locate hedges and trees 3" in diameter or larger. Denote diameter and common tree name only.
- Prepare a Tree Table which lists each tree species by common name, survey point number, and trunk diameter.
- Tie in any subdivision corners, lot corners and plat corners which can be located along the right-of-way lines. Depict easements and right-of-way lines on the survey for informational purposes only.
- Easements will be based on information obtained from record plats.
- The drafting scale of the survey will be 1" = 20' unless otherwise specified by the TOWN.

1.2 This task will include one (1) site visit to truth the survey obtained in Subtask 1.1, obtain, and review available ejector station and electrical service information. The TOWN will provide the CONSULTANT with available ejector station operating data such as operating cycles, asbuilt/record drawings, force main plans from ejector station to discharge manhole, and future wastewater flow data based on proposed redevelopment.

1.3 The site visit will include review of existing conditions, available electrical service, constructability impacts, known deficiencies and discussions on proposed project improvements.

1.4 Based on preliminary site observations, the CONSULTANT will provide a preliminary design to reflect the removal of the ejector station and the proposed prefabricated pump station equipment installation. The preliminary design will be conceptual/schematic to establish preliminary plan sheets and a project approach for mechanical and electrical improvements.

1.5 The CONSULTANT will attend one (1) meeting with the TOWN to discuss the preliminary design approach prior to proceeding with 90% Design.

Data To Be Provided By Owner:

- Construction plans for the existing ejector station.
- Available ejector station operating data and force main plans from ejector station to discharge manhole.
- Delineation of the ejector station's current wastewater contributors and proposed development within the ejector station basin.
- Existing capacity and operating conditions for 96th Street Ejector Station basin.

Deliverables:

- Basemap survey plan in digital AutoCAD and PDF formats prepared by a professional land surveyor registered in the State of Florida.
- One (1) signed/sealed hardcopy of site survey.
- Preliminary Design.

Task 2 - 90% Design Submittal

2.1 In addition to the information obtained as part of the topographic site survey and site visit/preliminary design task, the CONSULTANT shall perform the following 90% design items:

- Perform a pump station capacity analysis based on the TOWN properties
- Review of existing force main plans from ejector station to discharge manhole
- Develop pump station capacity memorandum
- Develop control system and electrical service requirements
- Develop demolition requirements

2.2 Based on the preliminary design development, the CONSULTANT shall prepare a 90% design submittal. The 90% design submittal shall include the following:

- Cover Sheet
- Site plan
- Pump station improvements in plan and cross section
- Controls and electrical service plans
- General construction notes and details

2.3 The CONSULTANT shall conduct a geotechnical investigation at the proposed prefabricated pump station location for utility improvements. The scope of work includes up to one (1) standard penetration test (SPT) boring to a depth of 20 feet at the proposed pump station location. This report shall be signed and sealed by a Professional Engineer registered in the State of Florida and shall contain, at a minimum, project vicinity map, plan view showing the location of borings, basis and results of tests performed, detailed description of findings, recommendations, and an executive summary.

2.4 Based on TOWN provided data, the CONSULTANT shall perform hydraulic modeling (limited to the two (2) existing 4" force mains running parallel along Broadview Terrace and Kane Concourse) and data analysis to evaluate pipe sizes, capacity and pressure requirements. No proposed force main improvements for construction associated with this task or this scope of services.

2.5 The CONSULTANT shall submit 90% plans for TOWN review. The design drawings shall be submitted on 11" x 17" plan sheets.

2.6 The CONSULTANT shall prepare a preliminary opinion of probable cost (OPC) as part of the 90% design submittal for review by the TOWN.

2.7 The CONSULTANT will prepare bid documents that include technical specifications and bid form that will list the separate pay items, estimated quantities, and units. The TOWN will incorporate the CONSULTANT provided bid documents into their Front-End contract documents for bidding.

2.8 The CONSULTANT shall attend one (1) coordination meeting with the TOWN to address review comments.

Deliverables:

- Pump station capacity memorandum.
- 90% Design Submittal.
- Geotechnical report.
- Hydraulic analysis memorandum.
- Preliminary OPC.

- Technical Specifications and Bid Form.

Task 3 - Final Design Submittal

3.1 The CONSULTANT shall incorporate the remaining review comments from 90% design submittal and permitting agencies in the Final design submittal. The Final design submittal shall be complete.

3.2 The CONSULTANT shall submit the Final design submittal for TOWN review. The Final design submittal will include the bid documents and design drawings. The design drawings shall be submitted on 11" x 17" plan sheets.

3.3 The CONSULTANT shall prepare an updated OPC as part of the Final design submittal.

3.4 The CONSULTANT shall attend one (1) coordination meeting with the TOWN to address review comments.

3.5 Once comments are addressed, or if no comments or corrections are necessary, the CONSULTANT shall submit the Final design submittal to the TOWN.

Deliverables:

- Final Design Submittal.
- Final OPC.

Task 4 – Permitting Services

4.1 In addition to the construction plans and technical specifications, the CONSULTANT will prepare an Engineering Report with hydraulic analysis associated with the proposed pump station. The Engineering Report is required as part of the Miami-Dade County Department of Regulatory and Environmental Resources Division of Environmental Management (RER-DERM) permitting process.

4.2 The CONSULTANT will prepare permit applications for submittal to RER-DERM. Coordination with Miami-Dade County Water and Sewer Department (WASD) will also be required as the receiving wastewater treatment plant. All permit applications will require TOWN signatures. All permit fees shall be paid by the TOWN. The CONSULTANT will address up to two requests for information from RER-DERM and WASD. No other permits are anticipated or included in this scope of work.

4.3 The CONSULTANT will provide construction plans to the TOWN's Building Department for a cursory review and respond to one (1) round of comments prior to bidding the project.

Deliverables:

- Engineering Report
- Permit application package.

Task 5 - Post Design Services

The following Post Design Services are based on an anticipated construction duration of 240 days:

5.1 The CONSULTANT shall review TOWN-provided construction documentation and photographs as required for project certification.

5.2 The CONSULTANT shall attend the prefabricated pump station startup to observe and verify pump station performance. Actual startup services and performance documentation will be the Contractor/pump vendor's responsibility.

5.3 Once the Contractor advised that the project punch list is complete, the CONSULTANT shall participate in a final completion site visit to confirm all items have been addressed.

5.4 The CONSULTANT shall review as-built drawings provided by the Contractor, provide written comments, and recommend submittal action to the TOWN.

5.5 The CONSULTANT shall coordinate permit closeout processes for the various agencies as discussed above.

The Consultant shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the Consultant's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

PROJECT ASSUMPTIONS

Based on removing the existing ejector station and proposing a new prefabricated pump station in place, the following assumptions pertain to this scope of work:

- No modifications or improvements associated with force main piping outside of the pump station structures are anticipated or included. The force main analysis provided as part of Subtask 2.4 is for informational purposes only.
- The proposed prefabricated pump station is equipped with a standard control panel. Custom control panel design will require additional services.
- The TOWN shall utilize their Front End documents to develop final bid documents.
- The TOWN will provide all permit application fees.
- No utility easements will be required for prefabricated pump station improvements.
- No emergency generator for the prefabricated pump station is required.
- No roadway or sidewalk design/improvements are required.

- No drainage design/improvements are required.
- No bidding assistance included in this scope of services.
- The following construction phase services are not included in this scope of services and will require additional services, if requested to be performed by the TOWN:
    - Pre-construction meeting
    - Construction progress meeting(s)
    - Shop drawing review
    - Inspector site visit(s)
    - RFI review
    - Pay application review
    - Test report review
    - Change order review
    - Substantial completion site visit
- Additional services will be required if construction duration exceeds 240 days.

SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 – 4 within 240 days of the written Notice to Proceed. Task 5 shall be determined based on the bid dates and construction award period.

Exhibit "3"

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of **$95,765.00.** The following is a breakdown of the lump sum fee for reference:

Task	Description	Labor Fee
1	Topographic Survey/Site Visit/Preliminary Design	$12,730
2	90% Design Submittal	$43,310
3	Final Design Submittal	$13,895
4	Permitting Services	$12,500
5	Post Design Services	$13,330
	TOTAL LUMP SUM FEE	**$95,765**

Kimley»Horn

WORK PLAN - FEE SCHEDULE

PROJECT: 100th Street Ejector Station Replacement
CLIENT: Town of Bay Harbor Islands
ESTIMATOR: Marissa Maring
SHEET:
PROJECT NO.
DATE: 06/08/23

DESCRIPTION:	Senior Engineer	Project Manager	Project Engineer	Engineer	Junior Engineer	Support Specialist	Inspector	Survey Sub	Geotech Sub	Expenses	Line Total	Task Total
Task 1 - Topographic Survey/Site Visit/Preliminary Design												
Specific purpose topographic site survey		1		4		1		$3,200.00			$4,225.00	
Initial project site visit	3	3									$1,620.00	
Existing system data collection and review		2		4							$1,160.00	
Prepare preliminary design	1	4		4							$1,960.00	
Prepare preliminary design, electrical	1	4		4							$1,960.00	
Submit preliminary design and meet with Town		4		4		1					$1,805.00	$12,730.00
Task 2 - 90% Design Submittal												
Incorporate preliminary design Town comments		2		6							$1,480.00	
Perform capacity analysis and prepare memorandum		2		8		1					$1,925.00	
Review existing operating pressures and develop pump station conditions of service	1	2		8							$2,080.00	
Develop control system and electrical service requirements		8		12							$4,000.00	
Develop demolition requirements		3		6							$1,740.00	
Prepare 90% plan set	1	8		15							$4,760.00	
Prepare 90% plan set, electrical	1	8		15							$4,760.00	
Geotechnical investigation		1		4					$9,400.00		$10,300.00	
Force main hydraulic analysis	2	4		10							$3,200.00	
Prepare preliminary Opinion of Probable Cost (OPC)		4		10							$2,640.00	
Prepare bid documents and bid form	2	10		10		4					$5,260.00	
Submit 90% plan set package and meet with Town		4				1					$1,165.00	$43,310.00
Task 3 - Final Design Submittal												
Incorporate 90% Town comments and permit agency comments		2		6							$1,480.00	
Prepare Final plan set	1	6		6							$2,800.00	
Prepare Final plan set, electrical	1	6		6							$2,800.00	
Prepare Final bid documents	1	8		10		2					$4,210.00	
Prepare Final OPC	1	2		4							$1,440.00	
Submit Final plan set package and meet with Town		4				1					$1,165.00	$13,895.00
Task 4 - Permitting Services												
Prepare engineering report	2	8		8							$3,920.00	
Prepare permit application package		2		8		2					$2,050.00	
Coordinate with WASD		4		4							$1,680.00	
Submit permit application package to RER-DERM		4		8		1					$2,445.00	
Respond to reasonable permit comments	1	4		6		1					$2,405.00	$12,500.00
Task 5 - Post Design Services												
Coordinate and review Town-provided construction documentation	3	8		8		1					$4,325.00	
Attend pump station start-up meeting	3	3					3				$1,965.00	
Perform final completion site visit	2	2					2				$1,310.00	
As-built review		4		6		1					$2,125.00	
Permit close out		6		12		1					$3,605.00	$13,330.00

Kimley»Horn

WORK PLAN - FEE SCHEDULE

PROJECT:	100th Street Ejector Station Replacement	SHEET:	
CLIENT:	Town of Bay Harbor Islands	PROJECT NO.	
ESTIMATOR:	Marissa Maring	DATE:	06/08/23

DESCRIPTION:	Senior Engineer	Project Manager	Project Engineer	Engineer	Junior Engineer	Support Specialist	Inspector	Survey Sub	Geotech Sub	Expenses	Line Total	Task Total
TOTAL HOURS	**27**	**147**	**0**	**216**	**0**	**18**	**5**	**$3,200.00**	**$9,400.00**	**$0.00**		
LABOR RATE ($/HOUR)	**280.00**	**260.00**	**210.00**	**160.00**	**130.00**	**125.00**	**115.00**	**1.0**	**1.0**	**1.0**		
SUBTOTAL	**$7,560.00**	**$38,220.00**	**$0.00**	**$34,560.00**	**$0.00**	**$2,250.00**	**$575.00**	**$3,200.00**	**$9,400.00**	**$0.00**		
PAGE TOTAL	**$95,765.00**										**$95,765.00**	**$95,765.00**

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AMENDMENT NUMBER 2 TO THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED $44,580.00 FOR CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES CONCERNING THE 100TH STREET EJECTOR STATION REPLACEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, on October 23, 2017, the Town entered into a Continuing Services Agreement (the "Continuing Services Agreement")with Kimley-Horn and Associates, Inc. ("Consultant") to provide professional engineering services to the Town on a continuing basis; and

WHEREAS, pursuant to the Continuing Services Agreement, on November 16, 2023, the Town and the Consultant entered into a Project Agreement (the "Project Agreement") for the Consultant to provide professional services associated with the design, permitting, bid document development, and limited post design services for the replacement and upgrade of the Town's 100th Street Ejector Station (the "Project"); and

WHEREAS, the Town desires services to provide Construction Engineering Inspection (CEI) for the Project, and proposes to enter into Amendment Number 2 to the Agreement between Client and Kimley-Horn and Associates, Inc. ("Amendment Number 2") to the Project Agreement in the amount not to exceed $44,580.00, a copy of which is attached hereto as Exhibit A, for the Consultant to provide such services; and

WHEREAS, the Town Manager recommends that the Town utilize the services of the Consultant, and believes that approval of Amendment Number 2 is in the best interests of the Town and its citizens; and

WHEREAS, the Town Council agrees with the Manager's recommendation, and believes that it is in the best interest of the Town to enter into Amendment Number 2.

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

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

Section 2. Amendment Number 2 between the Town and the Consultant, 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 January, 2026.

_____
ISAAC SALVER, MAYOR

ATTEST:

_____
EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM:

_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 8.

ITEM: Consideration and Approval of a resolution approving the renewal and implementation of a Mutual Aid Agreement and Joint Declaration between the Town of Bay Harbor Islands Police Department and the Town of Surfside Police Department for shared law enforcement services. Enclosed are the agreements and proposed resolution. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:
Staff recommends that the Town Council approves and adopts the renewal of the Mutual Aid Agreement between the Town of Bay Harbor Islands Police Department and the Town of Surfside Police Department, which provides for rendering of assistance for routine and law enforcement intensive situations between both agencies. This Mutual Aid Agreement combines the elements of a Voluntary Cooperation Agreement and a requested Operational Assistance Agreement as described in Chapter 23 Florida Statutes. Both the Mutual Aid Agreement and Joint Declaration are attached.

The Town of Bay Harbor Islands periodically renews/implements Mutual Aid Agreements with neighboring agencies to ensure public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routing or emergency situations.

This Mutual Aid Agreement shall be effective on the date of execution all parties and, unless terminated or canceled on an earlier date, will expire on January 1, 2031.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
There is no fiscal impact for entering into said agreement.

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk
Lindsley Noel, Town Manager

ATTACHMENTS

1.	Resolution - BHI _ Town of Surfside Mutual Aid Agreement(63031251.1)
2.	MUTUAL AID AGREEMENT TBHI PD TOWN OF SURFSIDE PD
3.	JOINT DECLARATION BETWEEN THE TOWN OF SURFSIDE AND THE TOWN OF BAY HARBOR ISLANDS PURSUANT TO A MUTUAL AID AGREEMENT

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING A MUTUAL AID AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE TOWN OF SURFSIDE FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the governments of the Town of Bay Harbor Islands, Florida and the Town of Surfside, Florida, to ensure the public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situations; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or likely to be, beyond the control of the services, personnel, equipment, or facilities of the Town of Bay Harbor Islands Police Department or the Town of Surfside Police Department; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the Town of Bay Harbor Islands, Florida and the Town of Surfside, Florida; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

(1) Continuing, multi jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

(2) Intensive situations including, but not limited to, emergencies as defined under Florida Statutes Section 252.34, or requests for certain law enforcement services specified herein as defined under Florida Statutes Section 23.1225; and

WHEREAS, the Town of Bay Harbor Islands, Florida and the Town of Surfside, Florida have the voluntary cooperation and assistance authority under the Florida Mutual Aid Act, Florida Statutes Sections 23.12-23.127, to enter into a mutual aid agreement for law enforcement services which:

(3) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Florida Statutes Section 23.122; and

(4) Provides for the rendering of assistance in a law enforcement emergency as defined in Florida Statutes Section 252.34.

WHEREAS, the Town of Bay Harbor Islands, Florida and the Town of Surfside, Florida are desirous of entering into a Mutual Aid Agreement (Exhibit "A") with each other to provide adequate levels of police service to ensure the public safety of their residents.

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

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

Section 2. Approval. The Town Council hereby approves the Mutual Aid Agreement between the Town of Bay Harbor Islands, Florida and the Town of Surfside, Florida.

Section 3. Authority of Town Manager. The Town Manager and the Town Chief of Police are authorized to execute the Mutual Aid Agreement attached as Exhibit A. The Town Manager and the Town Chief of Police are further authorized to do all necessary things to implement the Mutual Aid Agreement and the purposes of this Resolution, including the execution of any renewal agreements between the Town of Bay Harbor Islands, Florida and the Town of Surfside, Florida.

Section 4. Effective Date. This Resolution shall be effective upon adoption.

PASSED and ADOPTED this 14th day of January, 2026**.**

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver _____
Vice Mayor Stephanie Bruder _____
Council Member Teri D'Amico _____
Council Member Molly Diallo _____
Council Member Joshua Fuller _____
Council Member Eric Rappaport _____
Council Member Robert Yaffe _____

_____
ISAAC SALVER
MAYOR

ATTEST:

_____
EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM:

_____

GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.

MUTUAL AID AGREEMENT
Between the Town of Bay Harbor Islands Police Department
and the Town of Surfside Police Department

WHEREAS, it is the responsibility of the governments of the **Town of Bay Harbor Islands,** Florida and the **Town of Surfside,** Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment of facilities of the participating municipal police departments; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating **Miami-Dade County** municipalities; and

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

NOW, THEREFORE, BE IT KNOWN that the **Town of Bay Harbor Islands,** subdivision of the State of Florida, and the undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement

2. **Description:** Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

3. Definitions:

A. Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations, subject to the approval of the legal counsel of their respective political subdivisions, and filed with the clerks of the respective political subdivisions.

B. Agency or participating law enforcement agency: Either the **Town of Bay Harbor Islands Police Department** or the **Town of Surfside Police Department.**

C. Agency Head: Either the Chief of Police of the **Bay Harbor Islands Police Department,** or the Chiefs designees; and the Chief of Police of the **Town of Surfside Police Department,** or the Chiefs designees.

D. Participating municipal police department: The police department of any municipality in **Miami-Dade County,** Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.

E. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

A. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources and will respond in a manner deemed appropriate.

B. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

A. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

B. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of the Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. **Indemnification:** The political Subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and it's political subdivision in ay suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including January 1, 2031. Under no circumstances may this Agreement be renewed, amended or extended except in writing.

10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) day's written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this _____ day of _____, 20___.

_____	_____
Lindsley Noel, MAcc Town Manager Town of Bay Harbor Islands, Florida	Mario Diaz Interim Town Manager Town of Surfside, Florida
ATTEST:	ATTEST:
_____	_____
Evelyn Herbello, MMC Town Clerk Town of Bay Harbor Islands, Florida	Sandra N. McCready, MMC Town Clerk Town of Surfside, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____	_____
Greenspoon and Marder, LLC Morris “Skip” Miller, Esquire Town Attorney Town of Bay Harbor Islands, Florida	Thais Hernandez, Esquire Town Attorney Town of Surfside, Florida

Filing the mutual aid agreement: section 23.1225(4), Florida statutes, requires the filing of a copy of the signed mutual aid agreement with FDLE within 14 days after signature.

JOINT DECLARATION BETWEEN THE TOWN OF SURFSIDE AND THE TOWN OF BAY HARBOR ISLANDS PURSUANT TO A MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- Participating in law enforcement activities that are preplanned and approved by each respective agency head, or

- Appropriately dispatch in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the Town of Surfside, Florida and the Town of Bay Harbor Islands, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trails, political conventions, labor disputes, and strikes.

3. Any natural disaster.

4. Incidents which require rescue operations and crowd control measures including, but not limited to, large-scale evacuations, aircraft and shipping disaster, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electronical power failures.

5. Terrorist activities including, but not limited to, act of sabotage.

6. Escapes from or disturbances within detention facilities.

7. Hostage and barricaded subject situations, and aircraft piracy.

8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.

9. Enemy attack.

10. Transportation of evidence requiring security.

11. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.

12. Security and escort duties for dignitaries.

13. Emergency situations in which one agency cannot perform its functional objective.

14. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.

15. Joint training in areas of mutual need.

16. Joint multi-jurisdictional marine interdiction operations.

17. Extra-Duty Details / Special Events.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police or designee.

2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to ranking on-duty supervisor on the scene.

3. Communications instructions will be included in each request for mutual aid.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures.

AGREED AND ACKNOLWEDGED this _____ day of _____, 20_____.

_____

Charles R. Press
Chief of Police
Town of Surfside, Florida

Date: _____

ATTEST:

_____

Sandra N. McCready, MMC
Town Clerk
Town of Surfside, Florida

Date:_____

_____

Luis Alvarez
Chief of Police
Town of Bay Harbor Islands, Florida

Date: _____

ATTEST:

_____

Evelyn Herbello, MMC
Town Clerk
Town of Bay Harbor Islands, Florida

Date: _____

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 9.

ITEM: FY2025-2026 Budget Amendment. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:
We are proposing to amend the FY2025-26 budget as follows:

General Fund

- $49,900 for a Capital Improvement Plan Project Management Dashboard
- $16,6800 to upgrade one Administrative Specialist position to a Senior Accountant.
- $40,000 to install a new shade structure at the 95th street park,
- $15,000 for the rides and other expenditures associated with the kid's section of the Art Festival (funded by donations),
- $10,000 for senior programs (funded by a donation), and
- $14,000 to install a lightning detection system at three Town parks

Building Fund

- $21,700 for implementation costs associated with a new plan review, permitting, inspections, and citizen services system

Capital Projects Fund

- $300,000 for a marine patrol boat and boat lift (50% funded by grant proceeds)

Sewer Fund

- $44,580 for Construction and Inspection Services associated with replacing ejector station A with a twin submersible pump lift station.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	FY26 Budget Resolution
2.	FY26 Budget Reolution _Ex A

RESOLUTION NO _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE 2025/2026 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A";AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2025/2026 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town Manager has made recommendations to the Town Council, which require amendment of the 2025/2026 Fiscal Year budget; and

WHEREAS, the Town Council, in accordance with the requirements of Section 166.241, Florida Statutes, wishes to amend the 2025/2026 Fiscal Year Budget for the transfer of said funds consistent with the recommendations of the Town Manager.

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

Section 1: **Recitals.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference. All exhibits attached hereto are hereby incorporated herein.

Section 2: **Budget Amended.** The Town Council of the Town of Bay Harbor Islands, Florida, hereby amends the 2025/2026 Fiscal Year Town Budget as set forth in Exhibit "A."

Section 3. **Appropriations and Expenditures.** The appropriations and expenditures set forth in Exhibit "A" are hereby approved**.**

Section 4. **Implementation.** The Town Administration is directed to effectuate the appropriations and expenditures reflected in Exhibit "A" by necessary transfers.

Section 5. **Conflicts.** All prior resolutions or parts thereof in conflict herewith are repealed to the extent of such conflict.

Section 6. **Effective Date.** This Resolution shall become effective immediately upon passage and adoption.

PASSED and ADOPTED this __ day of January, 2026.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Teri D'Amico	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Robert Yaffe	_____

TOWN OF BAY HARBOR ISLANDS, FLORIDA

By: _____
Isaac Salver, Mayor

Attest:

_____
Evelyn Herbello, MMC
Town Clerk

Approved as to form and legal sufficiency:

_____
Greenspoon Marder LLP
Town Attorneys
BY: Morris G. (Skip) Miller, Esq.

FY 2025/2026 Budget Amendment

Exhibit A to Resolution _____

REVENUES

Fund	Department - Account Number	Current	Proposed	Variance	Explanation
001 - General	9990-382010	599,600	720,300	120,700	Appropriation from fund balance
001 - General	9990-366000	25,000	50,000	25,000	Donations for the kids section of the Art Festival: $10,000 donation from 10301 East Bay Harbor Drive (ref Nov 12, 2025 council meeting) and $5,000 donation from Bay Harbor Investment Inc (ref Oct 8, 2025 council meeting); $10,000 donation for senior programs from 10301 East Bay Harbor Drive (ref Nov 12, 2025 council meeting)
101 - Building Fund	9990-382010	13,135	34,835	21,700	Appropriation from fund balance
	Sub-Total			**167,400**	
301 - General Capital Projects	9990-382010	1,575,130	1,725,130	150,000	Appropriation from fund balance
301 - General Capital Projects	9990-334701	-	150,000	150,000	Florida Inland Navigation District (FIND) Waterways Assistance Programs (WAP) grant funding
				300,000	
402 - Sewer Fund	9990-382010	2,924,710	2,969,290	44,580	Appropriation from fund balance
	Total Revenues			**$ 511,980**	

EXPENDITURES

Fund	Department	Current	Proposed	Variance	Explanation
001 - General	5120 - Office of Town Manager	510,000		49,900	For a Capital Improvement Plan Project Management Dashboard
001 - General	5130 - Finance & Administration	1,095,500	1,112,300	16,800	To upgrade one Administrative Specialist position (budgeted at $58,066) to a Senior Accountant (budgeted at $112,200). The amount shown is estimated incremental cost for the remainder of FY26.
001 - General	5720 - Parks and Recreation	1,434,918	1,513,918	79,000	Includes $40,000 to install a new shade structure over the playground and seating area at the 95th street park; and $14,000 for a lightning detection system in the 98th Street Park, Community Center Park, and the 92nd Street Park; $15,000 for rides and other expenditures related to the kid's section of the Art Festival (funded by donations); and $10,000 for senior programs (funded by a donation)
	Sub-Total			**145,700**	
101 - Building Fund	5240 - Building	4,096,919	4,118,619	21,700	The building department is looking to transition from Bluebeam and Citizenserve to GovWell to support plan review, permitting, inspections, and citizen services. The budget amendment covers the implementation and data migration costs.
301 - General Capital Projects	5210 - Law Enforcement	155,000	455,000	300,000	To appropriate funding for the acquisition of a Marine Patrol Boat (estimated at $250,000) and installation of a Boat Lift for the Marine Patrol Boat (estimated at $50,000). The Town expects to receive up to $150,000 of grant funding to cover half of the cost of both projects. The appropriation is required to certify the Town's commitment to provide the Town's 50% cost share.
402 - Sewer Fund	5350 - Sewer Fund	6,761,658	6,806,238	44,580	To cover costs for Construction and Inspection services provided by Kimely Horn and Associates to replace ejector station A with a twin submersible pump lift station.
	Sub-Total			**366,280**	
	Total Expenditures			**$ 511,980**	

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 10.

ITEM: Consideration and Approval of a Resolution for the Eleventh Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands to April 30, 2026 for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida. Sponsored by Council Member Joshua Fuller.

DESCRIPTION:
On November 12, 2025, the Town Council approved the Tenth Extension of the Lease Agreement with Sunshine Gasoline Distributors, Inc. that expires on January 31, 2026. This request is for an eleventh extension until April 30, 2026 with the option to renew for an additional 90 days, while working on a long-term extension of the lease.

The Lease Extension agreement calls for a rent increase, on a monthly basis from the previous rental payment of $9,583.39 to $11,000.00.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
GL Line Item Number: 401.9990.362000.000
Total Amount Budgeted: Revenue $103,332
Encumbered Amount: N/A
Balance Remaining: N/A

$11,000 is collected monthly.

As part of the proposed budget adjustments, we evaluated the financial impact of $11,000.

Summary of Calculations:

- **New Monthly Rent:** $11,000.00
- **Three month Revenue (February 2026 through April 2026):** $33,000.00
- **Net Annual Increase in Rent Revenue:** $4,249.83 ($1,416.61 per month for 3 months)

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Resolution approving Eleventh Lease Extension Agreement -Sunshine Gasoline Distributors
2.	Eleventh Lease Extension Agreement v2 - SGD Bay Harbor

RESOLUTION NO. ___

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

WHEREAS, the Town of Bay Harbor Islands ("Town") and Sunshine Gasoline Distributors, Inc., a Florida corporation ("Lessee") entered into a Lease Extension Agreement on or about November 12, 2025; and

WHEREAS, the Lease will expire on January 31, 2026; and

WHEREAS, the Town and Lessee desire to extend the term of the Lease through April 30, 2026 with an option to renew for an additional 90 days; and

WHEREAS, pursuant to the request of the Town Council, the Lessee has agreed to a monthly rent of $11,000; and

WHEREAS, the Town Council hereby finds the Eleventh Lease Extension Agreement between the Town and Lessee, attached hereto as Exhibit A, and made a part of this Resolution, to be in the best interest of the Town and Lessee.

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

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

Section 2. The Town hereby approves and adopts the Eleventh Lease Extension Agreement between the Town and the Lessee attached hereto as Exhibit A.

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

Section 4. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 14th day of January 2026.

Motion By: _____

Seconded By: _____

FINAL ADOPTED VOTE:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Joshua D. Fuller	_____
Council Member Molly Diallo	_____
Council Member Teri D'Amico	_____
Council Member Eric Rappaport	_____
Council Member Robert H. Yaffe	_____

_____

Isaac Salver
Mayor

ATTEST:

_____

Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM:

_____

Greenspoon Marder, LLP
Town Attorneys
BY: Morris “Skip” Miller, Esq.

ELEVENTH LEASE EXTENSION AGREEMENT

THIS ELEVENTH LEASE EXTENSION AGREEMENT (the "Agreement") made effective this January 14, 2026, **SUNSHINE GASOLINE DISTRIBUTORS, INC., a Florida corporation**, whose business address is 1650 NW 87th Avenue, Miami, Florida 33172 (the "Lessee") and the **TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation** (the "Lessee"). This Agreement shall be effective on the day this Agreement is signed by both Lessor and Lessee.

WITNESSETH

WHEREAS, by that certain Amended and Restated Lease dated on or about August 1, 2008, as amended and/or modified (the "Lease"), Lessor demised and leased unto Lessee a parcel of land situated in the Town of Bay Harbor Islands, County of Miami-Dade, State of Florida more particularly described as: **1501 Broad Causeway, Bay Harbor Islands, Florida 33154 operating as a motor fuel service station and convenience store** (the "Premises"); and

WHEREAS, the Lessor and Lessee will enter into that certain Eleventh Lease Extension Agreement on or about February 1, 2026; and

WHEREAS, Lessor and Lessee desire to extend the term of the Lease while actively working on a long-term extension of the Lease; and

WHEREAS, Lessor and Lessee agree to increase the monthly rent due under the Lease to $11,000 a month; and

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, and the mutual covenants and promises herein contained, it is hereby agreed that:

1. The Lease term is hereby extended through and including April 30, 2026 with an option to renew for an additional 90 days.

2. The monthly base rent due from Lessee shall be $11,000, exclusive of applicable sales tax.

3. This Agreement solely extends the term of the Lease as stated above. All of the terms and conditions of the Lease, as amended and/or modified, are hereby ratified and confirmed by the parties hereto and the same is declared to be a present, valid and subsisting lease covering the premises herein described.

4. Lessor and Lessee further acknowledge that they were each given an opportunity to seek counsel in connection with the negotiation and execution of this Agreement and have either sought the advice of counsel or voluntarily chosen not to seek the advice of counsel.

[EXECUTIONS AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly signed or caused these presents to be signed the day and year first above written.

LESSEE
SUNSHINE GASOLINE DISTRIBUTORS, INC., a Florida corporation

Name: _____
Title: _____
Date: _____

LESSOR
TOWN OF BAY HARBOR ISLANDS

Name: _____
Title: _____
Date: _____

ATTEST

_____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:
GREENSPOON MARDER LLP
Town Attorneys

Morris “Skip” Miller

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 11.

ITEM: Consideration and approval of a resolution executing an addendum to agreements with Chen Moore and Associates and V Engineering Corp for the replacement of the seawall at 9600 W. Bay Harbor Drive to ensure project expenditures are eligible for reimbursement. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:
Consideration and approval of a resolution executing an addendum to agreements with Chen Moore and Associates and V Engineering Corp for the replacement of the seawall at 9600 W. Bay Harbor Drive.

The purpose of this addendum is to incorporate provisions required by the Florida Department of Environmental Protection (FDEP) in order to ensure eligibility for reimbursement of project expenditures. Specifically, the addendum includes language related to compliance with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) requirements, the Office of Management and Budget (OMB) Uniform Guidance (2 CFR Part 200), and other mandatory terms and conditions outlined in the Town's agreement with FDEP. We have been in contact with both Chen Moore and Associates and V Engineering, and they have both indicated that they will execute the addendum once it is approved and executed by the Town.

The total reimbursable amount is $255,000, which has already been recognized as revenue in FY 2023, FY 2024, and FY 2025. Upon receipt of funds, the reimbursement will offset the corresponding receivable.

RECOMMENDED ACTION:
Approval the attached resolution executing an addendum to agreements with Chen Moore and Associates and V Engineering Corp for the replacement of the seawall at 9600 W. Bay Harbor Drive.

FINANCIAL ANALYSIS:
No fiscal impact.

BUDGET IMPACT:

Submitted By: Alex Rosario Garcia
Lindsley Noel, Town Manager

ATTACHMENTS

1.	Seawall Replacement - Chen Moore
2.	22FRP33 - SEAWALL REPLACEMENT - 9600 WEST BAY HARBOR DRIVE - EXECUTED
3.	Executed- Complete Agreement Seawall V Engineering
4.	Resolution - Addendum to Grant Agreement for Seawall - BHI(63461388.1)
5.	DEP Attachment 8. Contract Provisions SLFRF (6.27.24)

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Miami, FL 33145
Office: +1 (786) 497-1500

chen moore and associates

May 11, 2022

SENT VIA E-MAIL (jcustodio@bayharborislands-fl.gov)

Mr. Jose Custidio, P.E.
Town Engineer
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Subject: **Town of Bay Harbor Islands – Sea Wall Replacement - Civil Engineering**
CMA Proposal No. 22-0326.P0001.04

Dear Mr. Custodio:

Chen Moore and Associates (CMA) are pleased to submit the attached Agreement for Professional Services and Scope of Services to provide civil engineering services for the above referenced project near Kane Concourse and W Bay Harbor Drive within the Town of Bay Harbor Islands, Florida.

PROJECT INTRODUCTION

As we understand it, the Town of bay Harbor Islands has expressed interest in replacing approximately 80LF of existing, dilapidated seawall just NW of the intersection of Kane Concourse and W Bay Harbor Drive, on a lot owned by the Town. This lot shall eventually be developed into a park for the Town under a future and separate contract. The sea wall replacement is required soon in order to secure its grant funding. We shall sub-contract the survey and geotechnical engineering work to our sub-consultants, Longitude Surveyors, Inc. and PanGeo Consultants, respectively. Cummins Cederberg shall undertake the marine/coastal and structural engineering, also in accordance with our continuing services contract. The following proposal shall address the City's request.

PROJECT STAFFING

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Peter Moore, P.E., President
Project Director - Jose L. Acosta, P.E., Executive Vice President
Senior Project Manager – Gregory Mendez, P.E.
Senior Engineer (Lighting/electrical) – Floyd Fasking, P.E.
Project Engineer – Nicholas Karpathy, P.E.
Engineer – Harry Palenzuela, E.I.
Senior Landscape Architect – Eric Harrison, RLA
Senior CAD Technician – Andres Aristazabal
Senior Construction Specialist – Jose McCray

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Sub-consultants for this Project

- Surveying – Longitude Surveyors, Inc.
- Geotechnical Engineering – PanGeo Consultants
- Marine/Coastal and Structural Engineering – Cummins Cederberg

SCOPE OF SERVICES

The scope of services that our firm shall provide as per our recent discussions, is as follows:

Task 1 – Utility Coordination, Site Reconnaissance & Data Collection

- Consultant shall utilize a combination of client provided survey information and GIS based maps to acquire available information from the utility providers for water, sewer, drainage, power, gas, cable, electrical power, etc. as appropriate to acquire existing information.
- Consultant shall perform site visits, as necessary, to assess the existing conditions, familiarize themselves with the site and obtain any data required for the development of the plans.
- Coordination with the franchise utility owners as required to facilitate the relocations and/or removals of existing facilities to accommodate the proposed alley conversion.
- Consultant shall review survey and/or as-built drawings from local utilities and field verify locations as per available accessibility.
- Consultant shall contact, as necessary, governmental permitting agencies or other authorities having jurisdiction as required regarding any pertinent regulatory requirements and limitations.
- Consultant shall closely coordinate with the client and authorities having jurisdiction.
- Consultant shall perform a topographic and boundary survey of the proposed alley (NE 96th Street).
- Consultant shall perform three (3) Standard Penetration Tests (SPTs) and two (2) exfiltration tests.

Task 2 – Construction Documents – Plans Preparation

- Consultant shall examine and verify all existing site conditions as to their accuracy as depicted on the boundary & topographic survey furnished by the Owner.

Preliminary Design (60%)

The seawall replacement anticipated to extend from its interface with an existing, intact seawall on the south to the north property line (approx. 80 LF). Geotechnical data will be evaluated for the design of the seawall, along with lateral loads due to mooring, surcharges, and other identified loads. It is anticipated the new bulkhead will consist of concrete panels with anchorage for lateral support (e.g., batter piles). A sheet piling wall may serve as an alternative, either cantilevered or with anchorage. The seawall design will include a reinforced concrete cap and consider sea level rise elevation predictions. The existing marginal dock is anticipated to be impacted as part of the seawall construction, therefore, it is proposed to be removed. Preliminary drawings, at approximately 60% completion level, shall include sufficient detail for submittal to the regulatory agencies as 'permit sketches'. The plans will be prepared in CAD format using industry standards

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for this type of construction. Specifications and details for materials will be developed for various components as part of the design process. The following drawing sheets are anticipated:

- Cover Sheet – Location maps, titles, etc.
- General Notes – Specifications, materials, list of abbreviations, etc.
- Site Plan – Existing conditions, bathymetric survey, etc.
- Proposed Plan – seawall, piling, turbidity curtain, etc.
- Sections – Cross sections of seawall, structural details, etc.

Construction Documents (100%)

Consultant will finalize the design and drawings of the seawall replacement (approx. 80 LF). The plans and calculations will be signed and sealed by a Florida registered Professional Engineer.

Task 3 – Permitting and Approvals

- Consultant shall prepare submittal packages and submit for government agency permits with the appropriate calculations and back-up to the following agencies:
  - Miami-Dade County – Department of Environmental Resource Management (DERM) (Short Form Class I Coastal Construction Permit)
  - Florida Department of Environmental Protection (FDEP) – Statewide Environmental Resource Permit Exemption Verification Form
  - U.S Army Corps of Engineers (USACOE) – JaxBO forms (with DERM permit application)
  - Town of Bay Harbor Islands Public Works Department
- Consultant shall revise plans and coordinate permit resubmittals.

Task 4 – Bid & Award Support Services – Consultant shall perform the following:

- Attendance at a pre-bid meeting
- Prepare responses to questions from bidders for the scope of work in this proposal.
- Review bids to assist in selecting a qualified contractor.

Task 5 – Limited Construction Administration Support Services – Consultant shall perform the following:

- Consultant shall attend one pre-construction meeting, as arranged by the client.
- Consultant shall perform all required shop drawing reviews as they relate to the improvements designed and permitted under this scope of services.
- Consultant shall respond to requests for information (RFIs) during both the bid and construction phases.
- Consultant shall perform one weekly site visit and provide a construction observation report for each visit.
- Coordination of certification/site close out packages.

BASIS OF SCOPE

The basis for the above scope of services and associated fee(s) are based on the following:

- Project shall be completed in a single phase.
- The Project is in the Town of Bay Harbor Islands, Florida.

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- All project management and communications shall be undertaken by the prime consultant, CMA.
- Upland improvements (from the sea wall east) of any kind are specifically excluded from this scope of work.
- Specifications shall be included on the design plans on an as-needed basis.
- Client to pay all required permit fees.
- Construction staging plans and maintenance of traffic plans are not included in this scope.
- Contractor to obtain any necessary NPDES NOI permits.
- Contractor to prepare any dewatering plans and obtain dewatering permit(s).
- Contractor to obtain permits for construction as applicable.

INFORMATION TO BE PROVIDED BY CLIENT

Information to be provided by City includes the following:

- Copies of all relevant data, including correspondence, plans, specifications or any other information in the Town's possession which may be beneficial to the work effort to be performed by Consultant.
- Filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies.
- An official Notice to proceed (NTP) or work order from the Town of Bay Harbor Islands.

SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval and shall provide the aforementioned services in accordance with RFQ2013-06 Professional Services Agreement for General Engineering Services. The total lump sum fees for this project are as follows:

Task(s)	Task Description	Lump Sum Fees	Total Fees
1	Utility Coordination, Site Reconnaissance & Data Collection	$2,610.00	$2,610.00
2	Construction Documents – Plans Preparation	$4,290.00	$4,290.00
3	Permitting and Approvals	$2,850.00	$2,850.00
4	Bid & Award Support Services	$2,010.00	$2,010.00
5	Limited Construction Admin. Support Services	$5,680.00	$5,680.00
	Civil Engineering Subtotal	**$17,440.00**	**$17,440.00**
	Sub-consultants		
	Surveying – Longitude Surveyors, Inc.	$4,916.25	$4,916.25
	Geotechnical Engineering – PanGeo Consultants	$5,037.00	$5,037.00
	Coastal Engineering – Cummins Cederberg	$51,750.00	$51,750.00
	Sub-Consultants Subtotal	**$61,703.25**	**$61,703.25**
	Reimbursables Allowance	$2,500.00	$2,500.00
	TOTAL	**$81,643.25**	**$81,643.25**

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Reimbursable expenses for mileage and report preparation have been included in the lump sum fees noted above. Additional reimbursable expenses requested by the Client outside of the items for the tasks above, including delivery of additional copies of items shall be invoiced as defined in our Continuing Services Agreement for Professional Engineering Services

This proposal is based on our understanding of the requirements for engineering services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope.

Should you have any questions, please do not hesitate to contact me at my office at +1 (786) 497-1500, Ext. 1125, my cell phone at +1 (305) 562-4789 or send me an electronic message at gmendez@chenmoore.com.

Respectfully submitted,

CHEN MOORE AND ASSOCIATES
Gregory Mendez, P.E.
Principal Engineer / Miami Office Leader

Cc: Jose L. Acosta, P.E., Chen Moore and Associates

2103 Coral Way, Suite 401
Miami, FL 33145
Office: +1 (786) 497-1500

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AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **Sea Wall Replacement**
Client Name: **Town of Bay Harbor Islands**
Client Contact: **Mr. Jose Custodio, P.E. - Town Engineer**
Client Address: **9665 Bay Harbor Terrace, Bay Harbor Islands FL 33154**
Client Phone/Mobile: **+1 (305) 886-6241 / M(786) 256-8965**
Client E-mail: jcustodio@bayharborislands-fl.gov

CMA Project No. **22-0326.P0004**
Agreement Date: **May 11, 2022**

FEE: Lump Sum of **$79,143.25 (**+ a $2,500.00 Reimbursables allowance)

RETAINER: **N/A**

Notice to Owner: Town of Bay Harbor Islands is the Owner of the site.

The undersigned agree to the afore-mentioned scope of work. Any additional requested services will be addressed in a separate agreement.

CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)

Authorized Signature

GREGORY MENDEZ, PE – PRINCIPAL ENGINEER/ MIAMI OFFICE LEADER
Print Name/Title

6/17/22.
Date

TOWN OF BAY HARBOR ISLANDS (CLIENT)

Authorized Signature

Maria Lasday, Town Manager
Print Name/Title

6/10/22
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, *Florida Statutes*:

1. Project Title (Project): **Seawall Replacement - 9600 West Bay Harbor Drive**

Agreement Number: **22FRP33**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Town of Bay Harbor Islands** Entity Type: **Local Government**

Grantee Address: **9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154** FEID: **59-6000273** (Grantee)

3. Agreement Begin Date: **Upon Execution**

Date of Expiration: **9/30/2026**

4. Project Number: **FRP033** *(If different from Agreement Number)*

Project Location(s): **25.88771 / -80.13131**

Project Description: **Design, permitting, and construction for the replacement of approximately 75 linear feet of the existing seawall at the 9600 West Bay Harbor Drive Town Property.**

5. Total Amount of Funding: **$255,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☑ Federal	**152-D 22**	**$255,000.00**
☐ State ☐ Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$255,000.00**

6. Department's Grant Manager

Name: **Lisa Widener** or successor

Address: **Resilient Florida Program**
2600 Blair Stone Road, MS235
Tallahassee, Florida 32399

Phone: **850-245-8323**

Email: **Lisa.Widener@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Jose Custodio** or successor

Address: **Town of Bay Harbor Islands**
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Phone: **786-641-3428**

Email: **jcustodio@bayharborislands-fl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☑ Attachment 1: Standard Terms and Conditions Applicable to All Grant Agreements
- ☑ Attachment 2: Special Terms and Conditions
- ☑ Attachment 3: Grant Work Plan
- ☑ Attachment 4: Public Records Requirements
- ☑ Attachment 5: Special Audit Requirements
- ☑ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with § 215.985, F.S.
- ☑ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☑ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☑ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☑ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification**

8. The following information applies to Federal Grants only and is identified in accordance with 2 C.F.R. § 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	**SLFRP0125**
Federal Award Date to Department:	**2/4/22**
Total Federal Funds Obligated by this Agreement:	**$255,000.00**
Federal Awarding Agency:	**U.S. Department of Treasury**
Award R&D?	☐ Yes ☑N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Town of Bay Harbor Islands **GRANTEE**

Grantee Name

By Maria Lasday 10/19/22

(Authorized Signature) Date Signed

Maria Lasday, Town Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By Alex Reed 10/24/2022

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Lisa Widener

DEP QC Reviewer, Jeremy Jimenez

Local Sponsor may add additional signatures if needed below.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department with reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA).

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of

money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22FRP33

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Seawall Replacement – 9600 West Bay Harbor Drive. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Build America, Buy America Act (BABA).
Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

15. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people of commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

16. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22FRP33

ATTACHMENT 3

PROJECT TITLE: Seawall Replacement – 9600 West Bay Harbor Drive

PROJECT LOCATION: The Project is located in Town of Bay Harbor Islands within Miami Dade County, Florida; Latitude: 25.88771, Longitude: -80.13131

PROJECT DESCRIPTION:
The Seawall Replacement – 9600 West Bay Harbor Drive project (Project) involves the replacement of approximately 75 linear feet of the existing seawall at the 9600 West Bay Harbor Drive Town Property. The new seawall shall be capable of addressing the sea level rise projections and king tide events. The project tasks include design, permitting, project management, bidding and contractor selection, and construction.

TASKS AND DELIVERABLES:

Task 1: Design and Permitting

Description: The Grantee will acquire professional services for the engineering and design for the replacement of the existing seawall and obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit its work products to the appropriate state or federal regulatory agencies.

Deliverables: The Grantee will submit all final design documents as signed by a Florida-registered Professional Engineer. If applicable, the Grantee will also submit final permit documents from all appropriate state and federal regulatory agencies.

Task 2: Project Management

Description: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will submit project management reports signed by the Florida-registered Professional Engineer, to include a summary of project and site inspection(s), meeting minutes and field notes, as applicable.

Task 3: Bidding and Contractor Selection

Description: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process in order to select one or more qualified and licensed contractors to complete construction of the new seawall.

Deliverables: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of the selected contractor(s).

Task 4: Construction

Description: The Grantee will construct the replacement of the existing seawall in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all state or federal permits.

Deliverables: The Grantee will submit: 1) a copy of the as-built drawings; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed Engineer's Certification of Payment Request; and 4) when construction is complete, a Certificate of Occupancy (if applicable) and a Certificate of Completion signed by a Florida-registered Professional Engineer.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than monthly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt

of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Local Amount	Total Amount	Task Start Date	Task Due Date
1	Design and Permitting	Contractual Services	$ 74,000	$ 0	$ 74,000	Upon Execution	6/30/2026
2	Project Management	Contractual Services	$ 5,680	$ 0	$ 5,680	Upon Execution	6/30/2026
3	Bidding and Contractor Selection	Contractual Services	$ 2,010	$ 0	$ 2,010	Upon Execution	6/30/2026
4	Construction	Contractual Services	$ 173,310	$ 0	$173,310	Upon Execution	6/30/2026
		Total:	**$ 255,000**	**$ 0**	**$ 255,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (*see* "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 C.F.R. § 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. § 200.330

1. A recipient that expends $750,000 or more in federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 C.F.R. §§ 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. §§ 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), *Florida Statutes*.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes*, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97,* Florida Statutes*. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 C.F.R. §§ 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200.501(a) (the number of copies required by 2 C.F.R. § 200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. § 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFP0125	$255,000	152-D22
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$255,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3 (Grant Work Plan), and all other applicable attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Resilient Florida Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of this Agreement's end date and notify the Grantee in writing if determined ineligible. If the failure to perform in accordance with the terms and conditions set forth in this Agreement is due to the Grantee's contractor or subcontractor(s), then the Grantee should submit that documentation in writing to the Department's Grant Manager.

3. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:

    a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
    b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.

4. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

5. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

    a. The copyright in any work developed under this Agreement; and
    b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

6. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

7. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which

can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

8. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number

ii. Public Water System (PWS) ID number

iii. Median Household Income of service area

iv. Lowest Quintile Income of the service area

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Resilient Florida Program
Progress Report Form

Exhibit A

DEP Agreement No.:	22FRP33		
Project Title:	Seawall Replacement - 9600 West Bay Harbor Drive		
Grantee Name:	Town of Bay Harbor Islands		
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)		

INSTRUCTIONS: Provide the following information for **all tasks and deliverables identified in Attachment 3, Grant Work Plan:** Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

Task 2:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

Task 3:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

Task 4:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (or successor) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 22FRP33

SEAWALL REPLACEMENT - 9600 WEST BAY HARBOR DRIVE

Town of Bay Harbor Islands

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.

Part IV. Further Recommendations

Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22FRP33

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22FRP33

Project Title: Seawall Replacement - 9600 West Bay Harbor Drive

Grantee: Town of Bay Harbor Islands

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

TOWN OF BAY HARBOR ISLANDS
CONSTRUCTION AGREEMENT

THIS Agreement made and entered into this 28th day of November 2023, 2023, by and between the Town of Bay Harbor Islands, a Florida municipal corporation ("Town") and **V Engineering Corp**, a Florida company/corporation ("Contractor"), ("Party" or collectively "Parties");

WHEREAS, the Town desires to retain a contractor for the Project as expressed in its Invitation to Bid No. ITB-5-1009-PW--0-2023/FVR, Project Number **BC-163**, which was opened on August 18, 2023; and

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the Project;

NOW, THEREFORE, the Town and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

ARTICLE 1 – DEFINITIONS

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

1.1 Agreement – This written Agreement between the Town and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.

1.2 Application for Payment – The form accepted by the Town which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the Town to verify in every detail conformance with plans and specifications.

1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.

1.5 Bid Documents – Advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and sample agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.

1.6 Certificate of Substantial Completion - Certificate provided by the Town certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the Town.

1.7 Change Order - A written document executed by both Parties ordering a change in the Contract Price or Contract Time or a material change in the Work.

1.8 Town – The Town of Bay Harbor Islands, Florida, including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.

1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions, Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the Town's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the Town and/or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the Town for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

1.10 Contract Price – The amount established in the bid submittal and award by the Town's Town Council, as may be amended by Change Order.

1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.

1.12 Contractor – The person, firm, company, or corporation with whom the Town has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.

1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.

1.14 Defective – When modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

1.15 Effective Date of the Agreement – The effective date of the Agreement shall be the date the Town Council approves the work.

1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the Town.

1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.

1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxiTown. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.

1.20 Holidays - Those designated non-workdays as established by the Town Council of the Town of Bay Harbor Islands.

1.21 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.

1.22 Notice of Award - The written notice by Town to the Contractor stating that upon compliance by the Contractor with the condition’s precedent enumerated therein, within the time specified that the Town will sign and deliver this Agreement.

1.23 Notice to Proceed – A written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.24 Plans - The official graphic representations of this Project that are a part of the Contract Documents.

1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.

1.26 Project – The construction project described in the Contract Documents, including the Work described therein.

1.27 Project Manager - The employee of the Town, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the Town unless otherwise specified.

1.28 Punch List - The Town's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the Town.

1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.

1.30 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the Contractor. These documents will be signed and sealed by a Professional Engineer, or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the Town.

1.31 Substantially Completed Date – A date when written notice is provided by the Town to the Contractor stating that the Work is substantially completed. If, at the time of inspection, it is determined the project is substantially completed, the Town will also issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.

1.32 Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 – SCOPE OF WORK

2.1 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

SEAWALL REPLACEMENT
ITB-5-1009-PW-0-2023/FVR-PROJECT BC-163

2.2 All Work for the Project shall be constructed in accordance with the approved plans and Specifications. The Work generally involves:

PROJECT DESCRIPTION

This Project is located at 9600 W. Bay Harbor Drive in the Town of Bay Harbor Islands. The work includes, but is not limited to, Remove and dispose approximately (75) linear feet of existing seawall cap and Installing approximately (75) linear feet of concrete seawall concrete piles, wall panels and seawall cap

2.3 Within ten (10) days of the execution of this Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of all personnel employed. The general sequence of the Work shall be submitted by the Contractor and approved by the Town before any work commences. The Town reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

ARTICLE 3 – PROJECT MANAGER

3.1 The Project Manager is hereby designated by the Town as Rodney Carrero-Santana P.E, whose address is 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154, telephone number: (305)455-7275, and email address is rcarrerosantana@bayharborislands-fl.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor, are incorporated herein and attached to this Agreement, and consist of the following:

4.1 This Agreement.

4.2 Exhibits to this Agreement: (Plans sheets [1] to [8] inclusive).

4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.

4.4 Notice of Award and Notice to Proceed.

4.5 General Conditions and Special Conditions.

4.6 Technical Specifications.

4.7 Plans/Drawings.

4.8 Addenda number 1 through 1 , inclusive.

4.9 Bid Form and supplement Affidavits and Agreements.

4.10 All applicable provisions of State and Federal Law.

4.11 Invitation to Bid No. ITB-5-1009-PW-0-2023/FVR, Instructions to Bidders, and Bid Bond.

4.12 Contractor's response to the Town's Invitation to Bid No. ITB-5-1009-PW-0-2023/FVR, dated August 18, 20323.

4.13 Schedule of Completion.

4.14 All amendments, modifications and supplements, change orders and work directive changes, issued on or after the Effective Date of the Agreement.

4.15 Any additional documents that are required to be submitted under the Agreement.

4.16 Permits on file with the Town and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

a. Approved change orders, addenda or amendments.

b. Specifications and Drawings.

c. Special Conditions.

d. General Conditions.

e. This Agreement dated _____, and any attachments.

f. Invitation to Bid No. ITB-5-1009-PW-0-2023/FVR, and the specifications prepared by the Town.

g. Contractor's response to the Town's Invitation to Bid No. ITB-5-1009-PW-0-2023/FVR, dated August 18, 20323.

h. Schedule of Values.

i. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the Town.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Town, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

ARTICLE 5 – CONTRACT TIME

5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within 30 calendar days of the date of the Notice to Proceed.

5.2 The Work shall be Substantially Completed within 60 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within 81 calendar days after the Substantial Completion date.

ARTICLE 6 – CONTRACT PRICE

6.1 Town shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.

6.2 The Parties expressly agree that the Contract Price, which shall not exceed the amount of **$240,025.00**, constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to a Change Order. The Contract Price is in accordance with the line items unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.

6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price.

ARTICLE 7 – PAYMENT

7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by Town as provided for in the General Conditions.

7.2 Progress Payments. Town shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.

7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.

7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the Town shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price. However, not less than five percent (5%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications, and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the Town.

7.5 Town may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

7.5.1 Defective work not remedied.
7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
7.5.3 Failure of Contractor r to make payments properly to subcontractors or for material or labor.
7.5.4 Damage to another contractor not remedied.
7.5.5 Liquidated damages and costs incurred by Contractor for extended construction administration, if applicable.
7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole or in part.

7.6 The Town shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2022), as amended or revised, provided, however, complete and error free pay application is submitted.

.

7.7 The Town shall make payment to the Contractor by check.

7.8 Payment Card Industry (PCI) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the Town of Bay Harbor Islands. Failure to produce documentation could result in termination of the contract.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

In order to induce the Town to enter into this Agreement, Contractor makes the following representations upon which the Town has relied:

8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.

8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted within the Contract Time as defined in this Agreement.

Furthermore, Contractor warrants and confirms that it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on Town provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

8.4 The Contractor has also studied on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Bid Price and that the Project can be completed for the Bid Price submitted.

8.5 Contractor has made or caused to be made, examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.

8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.7 Contractor has given Town written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution by Town is acceptable to the Contractor.

8.8 <u>Labor</u>

8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.

8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.

8.8.3 The Contractor shall designate the superintendent on the job to the Town, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Agreement in accordance with Article 17.

8.8.4 Where required and necessary, the Contractor shall, at all times, have a certified "competent person" assigned to the job site. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Agreement in accordance with Article 17.

8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.

8.9.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the Town reserves the right to approve all suppliers and materials.

8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 9 a.m. and 4:30 p.m., Monday through Friday.

Unless approved by the Town in advance, the Contractor will not perform work on Saturday, Sunday or any legal holiday (designated by the Town of Bay Harbor Islands) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. For any overtime inspection required by Town personnel, the Contractor shall pay for the additional charges to the Town with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. **It shall be noted that the Town's Inspector work hours are from 9:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of $100.00 per hour.** The cost to the Contractor to

reimburse the Town for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds itself to indemnify and hold harmless the Town from all such claims and fees and from any and all suits and action of every name and description that may be brought against Town on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said Town for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses.

The Contractor shall pay all government charges which are applicable at the time of opening of bids. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the Town of Bay Harbor Islands, County of Dade, and the State of Florida.

8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of work of any kind,

including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the Town or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for or will be required to replace or restore at no expense to the Town all properties and areas not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the Work, the Contractor shall keep the premises free from accumulation of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the Town. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the Town.

8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

8.16.1 Flow of material and equipment from suppliers.
8.16.2 The interrelated work with affected utility companies.
8.16.3 The interrelated work with the Town where tie-ins to existing facilities are required.
8.16.4 The effort of independent testing agencies.
8.16.5 Notice to affected property owners as may be directed by the Project Manager.
8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

8.17 Project Record Documents and Final As-Builts (Record Drawings): Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the Town with a minimum of three (3) sets of signed and sealed record drawings (Final As-Builts) and a CD of the electronic drawings files created in AutoCad 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

8.18 Safety and Protection:

8.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

8.18.1.1 All employees working on the project and other persons who may be affected thereby.

8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's dutiesand responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the Town.

8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Town, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the Town. Title to the Work shall pass to the Town upon acceptance of the Work by the Town.

8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the Town of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entitles claiming by, through or under the Contractor, releases and discharges the Town from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the Town. At such time, a Town approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the Town and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "Town") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, under, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. Section 9607, as amended or revised, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who

caused them or the construction delay or whether they were caused by the Town, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will also have application and effect when construction delays are anticipated and agreed upon by both the Town and the Contractor.

8.23 No Liens: If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the Work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the Town to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the Town.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by Town as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, Town shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means Town chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

8.24 Weather Emergencies: Upon issuance of a hurricane watch by the National Weather Service, the Contractor shall submit to the Town a plan to secure the work area in the event a hurricane warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available, and in the Town before, during and immediately after the storm.

Upon issuance of a hurricane warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time it is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other Party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, pandemics, war, act of Governmental Authority, state of emergency, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the Parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their sub-contractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shallbe suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within ninety-six (96) hours after such an occurrence. The Contractor shall use its reasonable efforts to minimize such delays. The Contractor shall promptly provide an estimate of the anticipated additional time required to complete the Project.

ARTICLE 9 – TOWN'S RESPONSIBILITIES

9.1 The Town shall furnish the data required of the Town under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.

9.2 The Town shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.

9.3 Technical Clarifications and Interpretations:

9.3.1 The Town shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the Town shall not entertain any excuse for failure to execute the Work in a satisfactory manner.

9.3.2 The Town shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the Town on any claim or dispute will be final and binding.

9.4 The Contractor shall perform all Work to the reasonable satisfaction of the Town in accordance with the Contract Documents. In cases of disagreement or ambiguity, the Town shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the Town's decisions on all claims, questions and determination are final.

9.5 Cancellation for Unappropriated Funds**:** The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

ARTICLE 10 – BONDS AND INSURANCE

10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Dade County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2022), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

A Corporate Surety Bond legally issued, meeting the approval of, and running to the Town in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the Town, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used

or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

10.2 Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the Town.

10.3 Insurance

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

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

The following insurance policies and coverages are required:

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:
-$2,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
-$2,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

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

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

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

Watercraft Liability

Coverage must be afforded in an amount not less than $1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

The Certificate Holder should read as follows:
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

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

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

The Contractor's insurance coverage shall be primary insurance as respects to the Town, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

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

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

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

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

NOTE: TOWN PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE TOWN OF BAY HARBOR ISLANDS MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

11.1 Warranty: The Contractor warrants and guarantees to the Town that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

11.1.1 Warranty of Title: The Contractor warrants to the Town that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the Town before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and Town Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.

11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1 be observed by the Town or inspected or tested by others, the Contractor at the Town's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.

11.4 Town May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the Town may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Town to stop the Work shall not give rise to any duty on the part of the Town to exercise this right for the benefit of the Contractor or any other Party. The Town will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the Town and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the Town remove it from the site and replace it with non-defective Work.

11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the Town and in accordance with the Town's written instructions, either correct such defective Work, or, if it has been rejected by the Town, remove it from the site and replace it with non-defective Work.

If the Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the Town may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the Town, at the Town's sole option, prefers to accept it, the Town may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contract's Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the Town.

11.8 Town May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the Town may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the Town shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the Town may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the Town's representative agents and employees such access to the site as may be necessary to enable the Town to exercise its rights under this paragraph. All direct and indirect costs of the Town in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued

incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the Town of the Town's right hereunder.

ARTICLE 12 – INDEMNIFICATION

12.1 Disclaimer of Liability: The Town shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.

12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the Town, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents, suppliers, employees or laborers; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or Town laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

12.2.2 Contractor agrees to indemnify, defend, and hold harmless the Town, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against Town, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.

12.2.4 If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the Town to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or dischargesuch lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the Town.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by Town as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, Town shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means Town chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the Town.

12.2.5 The Contractor and the Town agree that Section 725.06(2), Florida Statutes (2022), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

13.1 Without invalidating this Agreement, the Town may, at any time or from time-to-time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of a fully executed Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.

13.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the Town and the Contractor.

13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the

Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Town.

ARTICLE 14 – CHANGE OF CONTRACT PRICE

Change of Contract Price, approved by Town, shall be computed as follows:

14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Town, these costs shall be in amounts no higher than those prevailing in the Town and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:

14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Town and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.

Payroll costs shall include, but not be limited to, salaries and wages plus cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the Town, and the Contractor shall make provisions so that they may be obtained.

14.1.3 Supplemental costs including the following:

14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.

14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the Town, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.

14.1.3.4 Royalty payments and fees for permits and licenses.

14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.

14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

14.2 The Contract Price may only be increased by an approved and fully executed Change Order when Work is modified in accordance with Article 13 and approved by the Town in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

14.3 Not Included in the Cost of the Work: The term "Cost of the Work" shall not include any of the following:

14.3.1 Payroll costs and other compensation of the Contractor's officers' executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.

14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.

14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1.

14.4 Basis of Compensation: The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:

14.4.1 A mutually acceptable negotiated fee:

14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).

14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.

14.4.1.3 The amount of credit to be allowed by the Contractor to the Town for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.

14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.

14.5 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the Town an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:

14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

15.1 The Contract Time may only be changed by an approved and fully executed Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefore as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the Town, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, pandemics, act of Governmental Authority, state of emergency, or acts of God.

15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.

15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the Town's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

15.5 Rights of Various Interests: Whenever work being done by Town's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the Town the sum of **One Thousand Dollars ($1000.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay Is caused by the Contractor. Should an act of God or the acts or omissions of the Town, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the Town as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The Town shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the Town is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the Town, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the Town's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the Town, that there will be no entitlement to Contractor to or for any direct or indirect financial damages

or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will also have application and effect when construction delays are anticipated and agreed upon by both the Town and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

17.1 Town May Suspend Work: The Town may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.

17.2 Town's Right to Terminate Contract: The Town may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:

17.2.1 If the Contractor makes a general assignment for the benefit of creditors.

17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Agreement, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.

17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the date set forth in the Notice to Proceed, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.

17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.

17.2.5 If the Contractor repeatedly disregards proper safety procedures.

17.2.6 If the Contractor disregards any local, state or federal laws or regulations.

17.2.7 If the Contactor otherwise violates any provisions of this Agreement.

17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the Town may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the Town for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the Town has paid the Contractor but which are stored elsewhere, and finish the Work as the Town may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

17.3.1 If after notice of termination of Contractor's notice to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of Town and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth below in Section 17.4

17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.4, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to Town all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

17.4 Termination for Convenience: This Agreement may be terminated for convenience in writing by Town upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) by overnight courier of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and accepted by the Town and costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. No payment shall be made for profit for work/services which have not been performed or accepted.

17.5 Where the Contractor's service has been so terminated by the Town, the termination shall not affect any rights of the Town against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the Town will not release the Contractor from liability.

17.6 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the Town.

ARTICLE 18 – DISPUTE RESOLUTION

18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of Town Project Manager and Contractor shall be submitted to the Town Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced (other than for equitable or injunctive relief), for any disputes which remain

unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida.

18.1.1 All non-technical administrative disputes (such as billing and payment) shall be determined by the Project Manager.

18.1.2 During the pendency of any dispute and after a determination thereof, Contractor and the Project Manager shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

18.1.3 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law.

ARTICLE 19 – NOTICES

19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Town:

Rodney Carrero-Santana P.E
Project Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154
Telephone: (305)455-7275
E-mail: rcarrerosantana@bayharborislands-fl.gov with copies to:

Town Manager and Town Attorney
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154
Telephone: (305)455-7275
E-mail: City Manager mlasday@bayharborislands-fl.gov
E-mail: City Attorney joseph.geller@gmlaw.com

To the Contractor:

V Engineering Corp,
Felix G. Valdes (President)
275 Alhambra Circle, Suite 113

Coral Gables, FL 33134
Telephone: (305) 342-5568
E-mail: felix@veccorp.net

ARTICLE 20 – LIMITATION OF LIABILITY

20.1 The Town desires to enter into this Agreement only if in so doing the Town can place a limit on the Town's liability for any cause of action arising out of this Agreement, so that the Town's liability for any breach never exceeds the sum of $1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the Town to any action or claim arising from the Agreement is limited to a maximum amount of $1,000, which amount shall be reduced by the amount actually paid by the Town to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the Town's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised, or to extend the Town's liability beyond the limits established in said Section 768.28, Florida Statutes (2022), as may be amended or revised; and no claim or award against the Town shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest; nor is anything in this Agreement intended in any way to waive or limit any common law protection against liability which the Town may have by reason of sovereign immunity.

20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the Town, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will also have application and effect when construction delays are anticipated and agreed upon by both the Town and the Contractor.

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

21.1 The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Dade County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A**

TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

ARTICLE 22 – MISCELLANEOUS

22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the Town, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.

22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the Town may, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.

22.3 The Contractor and its employees, volunteers and agents shall be and remain as independent contractor and not agents or employees of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.

22.4 The Town reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the Town. If required by the Town, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the Town. The Contractor shall allow the Town to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.

22.5 The remedies expressly provided in this Agreement to the Town shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the Town now or later existing at law or in equity.

22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

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

22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with the Town for the construction or repair of a public building or public work, may not submit bids on leases of real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Town, and may not transact any business with the Town in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Town purchase and may result in Contractor debarment.

22.9 Attorney Fees: If Town or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all reasonable costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Public Records

Contractor shall:

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

2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law. The Contractor shall in all respects comply with Florida Public Records Act laws and regulations, and shall allow public inspection and copying of all records related to this Agreement, by the public, as would be allowed if these records were maintained by the Town as public records, since the Contractor is acting on behalf of the Town in regards to these records.

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

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

22.11 Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the Town of Bay Harbor Islands, Florida, as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the Town to pursue any remedy stated below or any remedy provided under applicable law.

3. The Town may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The Town may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the Town of Bay Harbor Islands, Florida.

22.13 E-Verify As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

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

2. The Town, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The Town, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the Town terminates this Agreement under Section448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the Town as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as maybe amended or revised, to include all of the requirements of this Section in its subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as maybe amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

TOWN

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

TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation

By: _____
MARIA LASDAY
Town Manager

Date: 11/8/2023

ATTEST:

By: _____
YVONNE HAMILTON
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
GREENSPOON MARDER LLP
Town Attorney
By: JOSEPH S. GELLER, ESQ

CONTRACTOR

WITNESSES:

Daniel Valdes.
Print Name

Carmen Valdes.
Print Name

(CORPORATE SEAL)

STATE OF FL.:

COUNTY OF Dade:

CONTRACTOR.,
a Florida corporation.

By: _____

Print Name: Felix G Valdes

Title: President

ATTEST: Felix Valdes.

By: _____
Secretary

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 28 day of November 2023, by _____, Felix G. Valdes as President, for V Engineering Corp, a Florida Corporation.

_____
(Signature of Notary Public - State of Florida)

Notary Public State of Florida
Felix R Clavelo Lopez
My Commission HH 320488
Expires 10/10/2026

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

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced: _____

CFN 2023R0866293
OR BK 33994 Pgs 885-889 (5Pgs)
RECORDED 12/05/2023 11:40:01
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

ALTER SURETY GROUP, INC.

Bond Department - Public Works Bond

In compliance with Florida Statute Chapter 255.05, the provisions and limitations of section 255.05 Florida Statutes, including but not limited to, the notice and time limitations in Sections 255.05(2) and 255.05(10) are incorporated in this bond by reference.

Bond Number: OFB7456839

Contractor V Engineering Corp
Address & 275 Alhambra Circle, Suite 313, Coral Gables, Fl. 33134
Phone No.: 305-342-5568

Surety Old Republic Surety Company
Address & P. O. Box 1635 Milwaukee, WI 53201 1635
Phone No.: 262-797-2640

Owner Name: Town of Bay Harbor Islands
Address & 9665 Bay Harbor Terrace Town of Bay Harbor Islands, 33154
Phone No.: 305-455-7108

Contracting Public Entity
(if different from the owner)
Address &
Phone No.:

Contract/Project Number:

Project Name: BID NO., ITB-5-1009-PW-0-2023/FVR, Seawall Replacement

Project Location: Town of Bay Harbor Islands, FL

Legal Description
And Street Address:

Description of Improvement: SEAWALL REPLACEMENT

This bond is given to comply with section 255.05 Florida Statutes and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes. Any provision of this bond which conflict with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

This is the *front page* of the bond.
All other page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

Bond Number: OFB7456839

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)
V Engineering Corp
275 Alhambra Circle, Suite 313
Coral Gables, FL 33134

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201 1635
Mailing Address for Notices
P. O. Box 1635
Milwaukee, WI 53201 1635

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

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

OWNER:
(Name, legal status and address)
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Town of Bay Harbor Islands, 33154

CONSTRUCTION CONTRACT
Date:

Amount: $ Two Hundred Forty Thousand Twenty-five & 00/100 ($240,025.00)

Description:
(Name and location)
BID NO., ITB-5-1009-PW-0-2023/FVR, Seawall Replacement

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $ Two Hundred Forty Thousand Twenty-five & 00/100 ($240,025.00)

Modifications to this Bond: [X] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL
Company: V Engineering Corp
(Corporate Seal)
Signature:
Name and Title: Felix Valdes / Secretary

SURETY
Company: Old Republic Surety Company
(Corporate Seal)
Signature:
Name and Title: Warren M. Alter, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Alter Surety Group, Inc.
5979 NW 151st Street, Suite 202
Miami Lakes, FL 33014
305-517-3803

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

CIRCUIT AND COUNTY COURTS
CLERK
IN GOD WE TRUST
MIAMI-DADE COUNTY, FLORIDA

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on DEC 05 2023 day of
_____, AD 20____
WITNESS my hand and Official Seal.
Clerk of Circuit and County Courts
By _____ D.C.

CIRCUIT AND COUNTY COURTS
CLERK
IN GOD WE TRUST
MIAMI-DADE COUNTY, FLORIDA

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

CFN 2023R0868757
OR BK 33995 Pgs 3407-3411 (5Pgs)
RECORDED 12/06/2023 09:31:22
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Bond Number: OFB7456839

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)
V Engineering Corp
275 Alhambra Circle, Suite 313
Coral Gables, FL 33134

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201 1635
Mailing Address for Notices
P. O. Box 1635
Milwaukee, WI 53201 1635

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

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

OWNER:
(Name, legal status and address)
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Town of Bay Harbor Islands, 33154

CONSTRUCTION CONTRACT
Date:

Amount: $ Two Hundred Forty Thousand Twenty-five & 00/100 ($240,025.00)

Description:
(Name and location)
BID NO., ITB-5-1009-PW-0-2023/FVR, Seawall Replacement

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $ Two Hundred Forty Thousand Twenty-five & 00/100 ($240,025.00)

Modifications to this Bond: ☐ None ☒ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
V Engineering Corp

Signature: _____
Name and Title: Felix Valdes / Secretary.

SURETY
Company: *(Corporate Seal)*
Old Republic Surety Company

Signature: _____
Name and Title: Warren M. Alter, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Alter Surety Group, Inc.
5979 NW 151st Street, Suite 202
Miami Lakes, FL 33014
305-517-3803

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

CIRCUIT AND COUNTY COURTS CLERK "IN GOD WE TRUST" MIAMI-DADE COUNTY, FLORIDA

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- **.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- **.2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

CIRCUIT AND COUNTY COURTS
CLERK
IN GOD WE TRUST
MIAMI-DADE COUNTY, FLORIDA

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

CIRCUIT AND COUNTY COURTS
CLERK
IN GOD WE TRUST
MIAMI-DADE COUNTY, FLORIDA

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

The provisions and limitation of section 255.05 Florida Statutes, including but not limited to the notice and time limitations in sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: WARREN M ALTER, DAVID T SATINE, JONATHAN A. BURSEVICH of MIAMI LAKES, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 31st day of March, 2020.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 31st day of March, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on DEC 06 2021 day of AD 20
WITNESS my hand and Official Seal.
Clerk of Circuit and County Courts
By Tosca Whitfield #212817
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3000

Signed and sealed at the City of Brookfield, WI this _____ day of _____, _____.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

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) V Engineering Corp. EIN (Optional): 87-3911074

Address: 275 Alhambra Circle Suite 113

City: Coral Gables State: FL Zip: 33134

Telephone No.: 305-342-5568 FAX No.: Email: felix@veccorp.net

---

Check box if your firm qualifies for MBE / SBE / WBE **(section 1.09 of General Conditions)**:

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	8/14/23				

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

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars ($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Felix Valdes
Name (printed)

Signature

8/18/2023
Date

Secretary.
Title

Bid Form

Project Name: Seawall Replacement Project for the Town of Bay Harbor Islands

Project Address: 9600 W. Bay Harbor Dr., Bay Harbor Islands, FL 33154

Project Description

- Demolition:
  - Remove and dispose approximately (75) linear feet of existing seawall cap
  - Remove and dispose of existing partially collapsed concrete dock
  - Remove and dispose of existing concrete dock
  - Remove and dispose of chain link fence
- Installation:
  - Install approximately (75) linear feet of concrete seawall – concrete piles, wall panels and seawall cap
  - Install (1) outfall extension
- Site Restoration:
  - Clean-up and dispose of any/all construction debris, equipment, material, etc.

Basis of Bid

Bidder will complete the Work in accordance with the Plans for the following price(s):

1. General					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1.1	Obtain Building Permit (Does not include City Permit Fees)	LS	1	$ 750.00	$ 750.00
1.2	Mobilization/ Demobilization	LS	1	$ 20,000.00	$ 20,000.00
1.3	Standard Turbidity Containment (As Per Permit Requirements)	LS	1	$ 5,000.00	$ 5,000.00
			Sub Total - General	$ 25,750.00	

2. Demolition					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
2.1	Removal & Disposal of Existing Seawall Cap (includes chain link fence attached to cap)	LF	75	$ 250.00	$ 18,750.00
2.2	Removal & Disposal of Existing Partially Collapsed Concrete Dock	LS	1	$ 2,500.00	$ 2,500.00
2.3	Removal & Disposal of Concrete Dock	LS	1	$ 5,000.00	$ 5,000.00
			Sub Total - Demolition		$

3. Construction - Furnish & Install					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
3.1	14" Sq. Concrete King Pile (26-ft pile length)	EA	11	$ 5,000.00	$ 55,000.00
3.2	14" Sq. Concrete Batter Pile (26-ft pile length)	EA	10	$ 4,750.00	$ 47,500.00
3.3	Pre-Cast GFRP Reinforced 8" concrete panels with grout and filter fabric at joints	EA	9	$ 4,500.00	$ 40,500.00
3.4	Cast-in-Place GFRP Reinforced 8" concrete panel, at outfall location	EA	1	$ 3,000.00	$ 3,000.00
3.5	Tremie Seal at Seawall Terminations	LS	1	$ 5,000.00	$ 5,000.00
3.6	36" x 24" GFRP Reinforced Concrete cap (includes expansion joints and control joints per drawings)	LF	75	$ 250.00	$ 18,750.00
3.7	Backfill voids with #57 stone	CY	10	$ 125.00	$ 1,250.00
3.8	Rip rap, approx. 1 to 3-foot diameter boulders	CY	19	$ 175.00	$ 3,325.00
3.9	Install Outfall Extension Tideflex® Check Valve or Approved Equivalent	LS	1	$ 2,600.00	$ 2,600.00
			Sub Total - Construction - Furnish & Install		$ 176,925.00

4. Construction - Monitoring					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
4.1	Vibration Monitoring (for all days of pile driving)	LS	1	$ 4,000.00	$ 4,000.00
4.2	Pile Installation Logs (blows/ft, pile tip elev., etc.)	LS	1	$ 1,000.00	$ 1,000.00
4.3	Concrete sampling and testing (for each pour, no less than every 50 CY)	LS	1	$ 2,500.00	$ 2,500.00
			Sub Total - Construction - Monitoring	$	7,500.00

5. Post-Construction					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
5.1	Site Restoration (Upland debris, materials, etc.)	LS	1	$ 3,600.00	$ 3,600.00
			Sub Total - Post-Construction	$	3,600.00
			Total Bid	$	240,025.00

6. Payment & Performance Bond					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
6.1	Payment & Performance Bond 3 %	LS	1	$ 7,200.00	$ 7,200.00
			Sub Total - Payment & Performance Bond	$	7,200.00

BID TOTAL shall include all labor, materials, equipment, overhead, profit, insurance, taxes and contingencies to complete the Project as per Plans entitled *"Seawall Replacement Project for the Town of Bay Harbor Islands"*. Bidder acknowledges estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Any revisions to the Plans subsequent to Bid submittal which constitute a Bid adjustment will be negotiated and agreed upon with the selected Contractor. Should an acceptable price adjustment not be agreeable to either party, an alternate Contractor may be selected.

Bidder Acknowledgement: FV
Initials

Time of Completion

Mobilization to the site after issuance of City Building Permit: 30 Days
Calendar Days

Substantial Completion of the Work after mobilization to the site: 60 Days
Calendar Days

Final Completion of the Work after mobilization to the site: 81 Days.
Calendar Days

Subcontractors

Bidder shall use the following subcontractors to complete the Work as applicable. Bidder shall specify which components the listed Subcontractor will be responsible for:

1. South Boat Lifts

2.

3.

Provide 3 samples of Recent Projects and References of Similar Scope and Magnitude (include project, name of the project manager or contact person, phone number, email address, and cost of the project.

1. 245 Atlantic Blvd. Key Largo, FL.
65 LF of Seawall Replacement $187,000.00
Maylene Cruz.

2. 508 Caribbean Dr. Key Largo, FL.
55 LF of Seawall Repaires
Lazaro Gimenez

3. 136 Palermo Dr. Islamorada, FL. 33036
55 LF of Seawall Replacement $147,500.00
Ernesto Ruiz

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF Dade)

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: Secretary

The foregoing instrument was acknowledged before me this 18 day of, 2023, by Felix Valdes [name of person], as Secretary [type of authority], for V Engineering [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

Notary Public State of Florida
Felix R Clavelo Lopez
My Commission HH 320488
Expires 10/10/2026

_____
Notary Public – State of Florida

Felix Clavelo
Print or Type Commissioned Name

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

E-VERIFY AFFIRMATION STATEMENT

RFQ/Bid /Contract No: ITB-5-1009-PW-O-2023/FVR

Project Description: Seawall Replacement Project BC-163

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: V Engineering Corp.

Authorized Company Person's Signature:

Authorized Company Person's Title: Secretary

Date: 8/18/2023

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2214197

Approved by:

Employer	
V ENGINEERING CORP.	
Name (Please Type or Print) FELIX VALDES	**Title**
Signature Electronically Signed	**Date** 07/20/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 07/20/2023

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 V

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 V

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 V 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.

V Engineering Corp.
Firm

8/18/2023
Date

Authorized Signature

Felix Valdes / Secretary
Print or Type Name and Title

NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Bay Harbor Islands, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Town of Bay Harbor Islands, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Town employees may not contract with the Town through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members (spouse, parents and children) are also prohibited from contracting with the Town subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment.

Name	Relationships
N/A	N/A

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

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

ITB-5-1009-PW-0-2023/FVR

Seawall Replacement Project BC-163

ADDENDUM NO. 1

ISSUED: August 14, 2023

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

1. Miami -Dade General Engineering Contractor license and Marine Contractor license will be approved for this project.

2. Questions:

Dear sirs, Is there 19 CY of rip-rap on site to use?

All the contractors that are pending to place a proposal for this contract must estimate all quantities or estimates of quantities are responsibility of the bidders. In specific reference to this item identified as 3.8 in the basis of bid it shows to be " Rip rap, approx. 1 to 3-foot of diameter boulders for the estimated amount of 19 CY." This only an estimate for comparison purposes.

Good morning, On plans its shows existing upland concrete to remain, at meeting they said it was to be demolished. does it stay or go?

Is new cap same EL as adjacent property bulkhead cap?

The construction documents on CM-1.4, demolition plan; detail A and detail B clearly indicate and specify the demolition to be performed.

ADDENDUM #1

Good Afternoon, Just one more question, Its shows on plans #6 bars for the stirrups, could this be a typo? the biggest bar they will bend is a #5

The stirrups bar size is not a typo. The proposed reinforced concrete design consists of GFRP bars; noted on General Notes - sheet 2 of 8. Per the AASHTO design manual, bends are allowed for up to #10 bars during manufacturing – field bending or straightening is not permitted. It is possible the contractor is assuming the proposed design is for steel reinforcement, otherwise please provide the GFRP manufacturer the contractor is proposing to use

Can the Bidder use a Miami Dade County General Engineering License as per the following Miami Dade County Code?

A Miami -Dade General Engineering Contractor is authorized to contract for, and take out permits for the work authorized by the scope of the general contractor license for this contract."

Dear Sirs, Good afternoon.

a)Are there any surveys required. (As-Built)?

b)Is contractor responsible to replace electrical?

c)Is contractor responsible to replace plumbing?

d)Is parking lot going to be replaced? And is it ok to drive heavy equipment on existing lot?

e)Is a Marine Contractor license OK for this project?

a)This is part of the specifications general conditions and is addressed in GC – 18.

b)This is part of the specifications general conditions and is addressed in GC – 20.

c)This is part of the specifications general conditions and is addressed in GC – 20.

d)This is addressed in the plans general note 1.3.

e)A contractor with a valid Marine Contractor License is authorized to contract and to take out permits for the work authorized by the scope of the for this contract.

Fausto Vargas
Procurement Officer

Company Name:_____
(please print)

Bidder's Signature: _____

Date:_____

TOWN OF BAY HARBOR ISLANDS
CONTRACT AND SPECIFICATIONS PACKAGE

PROJECT NO. BC-163

SEAWALL REPLACEMENT

FAUSTO VARGAS
PROCUREMENT OFFICER
Telephone: (786) 202-6012 E-mail: fvargasreyes@bayharborislands-fl.gov

INVITATION TO BID

Sealed bids will be received until **3:00 p.m.**, local time, on **Friday, August 18, 2023,** and opened immediately thereafter in the Town Clerk's Office, City Hall, 9665 Bay Harbor Terrace, Town of Bay Harbor Islands, Florida 33154, for **BID NO., ITB-5-1009-PW-0-2023/FVR, Seawall Replacement.**

This Project is located at 9600 W. Bay Harbor Drive in the Town of Bay Harbor Islands. The work includes, but is not limited to, Remove and dispose approximately (75) linear feet of existing seawall cap and Installing approximately (75) linear feet of concrete seawall – concrete piles, wall panels and seawall cap.

Drawing Plans: This Project consists of 8 sheets. Drawing plans may be obtained **free of charge** at DEMANDSTAR.COM.

Licensing Requirements: Possession of a General Contractor Licensed in the State of Florida is required for this Project.

NOTE: Payment on this contract will be made by Check

Pre-Bid Meeting/Site visit: A pre-bid meeting and/or site visit will be held on Wednesday, August 2, 2023 9:00 am, local time, at 9600 W. Bay Harbor Dr., Bay Harbor Islands, Florida 33154.

While attendance is not mandatory, it is strongly suggested that all contractors attend the pre-proposal conference. It will be the sole responsibility of the bidder to inspect the City's location and become familiar with the scope of the City's requirements and systems before submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

However, it will be the sole responsibility of the bidder to inspect the City's location(s)/facilities and become familiar with the scope of the City's requirements and systems before submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

Bid Security: A certified check, cashier's check, bank officer's check or bid bond for **FIVE** percent **(5%)** of the bid amount, made payable to the Town of Bay Harbor Islands, Florida, shall accompany each offer.

Bid Bonds:

Bidders can submit bid bonds for projects in **two** different ways.

1) Bidders can **hand deliver** their bid bond in a sealed envelope to the Finance Department, Procurement 9665 Bay Harbor Terrace, Town of Bay Harbor Islands, Florida 33154, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

2) Bidders can **mail** their bid bond to the Finance Department, Procurement Services, 9665 Bay Harbor Terrace, Town of Bay Harbor Islands, Florida

33154, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope. NOTE: Bond must be received at the time stamped before bid opening.

It will be the sole responsibility of the bidder to ensure that his bid is submitted before the bid opening date and time listed.

Certified Checks, Cashier's Checks and Bank Drafts:
These **CANNOT** be submitted via DEMANDSTAR, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Town Clerk's Office, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, with the bid number and title clearly indicated on the envelope.

It is the bidder's sole responsibility to ensure that the Town Clerk's Office receives his bid bond or other bid security before the time of bid opening. Failure to adhere to this requirement may be grounds to consider the bid non-responsive.

The Town of Bay Harbor Islands reserves the right to waive any informality in any or all bids and to reject any or all bids. For all inquiries or questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of DEMANDSTAR Site). concerning this RFQ, questions, and requests for additional information shall be sent via email to:

Attn: Fausto Vargas, Procurement Officer
9665 Bay Harbor Terrace, Town of Bay Harbor Islands, FL 33154
Phone: (305) 455-7108
E-mail: fvargasreyes@bayharborislands-fl.gov

No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

NOTE: This project will follow and apply Davis Bacon Act.

a. This section applies to all construction contracts in excess of $2,000.
b. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.
c. Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

INSTRUCTIONS TO BIDDERS

The following instructions are given for the purpose of guiding bidders in properly preparing their bids or proposals. These directions have equal force and weight with the specifications, and strict compliance is required with all of these provisions.

QUALIFICATIONS OF BIDDERS – No proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the Town of Bay Harbor Islands, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the Town, or who is deemed irresponsible or unreliable by the Town Commission of Bay Harbor Islands.

CONCERNING SUB-CONTRACTORS, SUPPLIERS, AND OTHERS - The amount of work that is sublet by the Bidder shall be limited by the condition that the Bidder shall, with his own organization, perform at least forty percent (40%) of the total dollar amount of the Work to be performed under the Agreement.

PERSONAL INVESTIGATION - Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, Town Manager, or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

INCONSISTENCIES – Any seeming inconsistency between different provisions of the plans, specifications, proposal or contract, or any point requiring explanation must be inquired by the bidder, in writing, at least ten (10) days prior to the time set for opening proposals. After proposals are opened, the bidders shall abide by the decision of the Engineer as to such interpretation.

ADDENDA AND INTERPRETATIONS - No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated in DEMANDSTAR.COM. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. **It is the bidder's responsibility to verify if addenda have been issued in DEMANDSTAR.COM.** Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. **Bidder** shall verify **in DEMANDSTAR.COM** that he has all addenda before submitting a bid.

LEGAL CONDITIONS - Bidders are notified to familiarize themselves with the provisions of the laws of the State of Florida relating to hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the Town of Town of Bay Harbor Islands.

PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

FORMS OF PROPOSALS - Each proposal and its accompanying statements must be made on the blanks provided. THE FORMS MUST BE SUBMITTED WITH THE BID, and must show the name of the bidder and a statement as to its contents.

The proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. No proposal will be accepted, for any reason whatsoever, which is not submitted to the Town as stated above, within the specified time.

INSURANCE - Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

BID BOND - A certified check, cashier's check or bank officer's check made payable to the Town of Bay Harbor Islands, or a bid bond in favor of the Town of Bay Harbor Islands shall accompany each bid as evidence of the good faith and responsibility of the bidder. The amount of the check or bond shall be retained by the Town as liquidated damages in the event the bidder whose bid is accepted refuses to or fails to enter into a contract for the execution of the work solicited in this Invitation to Bid.

The bid bond or check shall be a guarantee that the successful bidder will promptly execute a contract satisfactory to the Town for the work solicited in this Invitation to Bid and furnish good and sufficient bonds.

Following the full execution of a contract for the work solicited in this Invitation to Bid and the successful bidder's provision of good and sufficient bonds, in the event bid security was provided by check, the amount of the bid security accompanying the successful bidder's bid will be refunded to the successful bidder, or in the event bid security was provided by a bond, the bond accompanying the successful bidder's bid will be returned to the successful bidder. In the event the successful bidder fails to enter into, execute, and deliver a contract and furnish the required bonds within ten (10) days after the Town provides notice to the successful bidder to deliver the executed contract and the required bonds, the bid bond shall immediately be payable to the Town of Town of Bay Harbor Islands or in the case of a check, the Town shall retain the amount of the check, as liquidated damages. The Town's retention of such amount shall not be construed as a penalty or for feature.

FILLING IN BIDS - All prices must be submitted in the proposal pages, and all proposals must fully cover all items for which proposals are asked and no other. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the proposal.

PRICES QUOTED: Deduct any discount offered and quote firm net unit prices. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the Town.

BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the Town for a period of one hundred and twenty (120) days from the date of bid opening unless otherwise stated in the ITB. The Town shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

ADDITIONAL ITEMS OR SERVICES: The Town may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor 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 Contractor thirty (30) days written notice.

DELETION OR MODIFICATION OF SERVICES: The Town reserves the right to delete any portion of the Contract 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 on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor 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 Contractor will submit a revised budget to the Town for approval prior to proceeding with the work.

CANCELLATION FOR UNAPPROPRIATED FUNDS**:** The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

CAUSES FOR REJECTION - No proposal will be canvassed, considered or accepted which, in the opinion of the Town Commission, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineation, or failure to specify bids for all items called for in the schedule shall render the proposal informal.

REJECTION OF BIDS - The Town reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the Town that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all proposals will be rejected, if there is reason to believe that collusion exists among bidders. A proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The Town reserves the right to reject any or all proposals and to waive such technical errors as may be deemed best for the interests of the Town.

BID PROTEST PROCEDURE: Any proposer or bidder 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 protest to the Procurement Division by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the Town's website

WITHDRAWALS - Any bidder may, without prejudice to himself, withdraw his proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained.

CONTRACT - The bidder to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities, and shall furnish good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest bidder who is reliable, responsible, and responsive in the opinion of the Town Commission, and that bidder shall fulfill every stipulation and obligation as if such bidder were the original party to whom award was made.

The contract shall provide that the Contractor agrees to correct any defective or faulty work or material, which may appear within one (1) year after completion of the work and receipt of final payment.

ENFORCEMENT OF SPECIFICATIONS - Copies of the specifications will be placed in the hands of all the assistants to the Engineer and Inspectors employed on the Work, who shall enforce each and every requirement of the contract. Such assistants shall have no authority to vary from such requirements.

DRAWING PLANS - Drawing plans may be obtained **free of charge** at DEMANDSTAR.COM.

SURETY BOND – The Contractor shall execute and record in the public records of Dade County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2021), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

The successful bidder shall furnish a performance and payment bond in compliance with Section 255.05, Florida Statutes (2021), written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and hold harmless the Town of Bay Harbor Islands to the extent of any and all payments in connection with carrying out of the contract, which the Town may be required to make under the law.The Contractor is required at all times to have a valid surety bond in force covering the work being performed. A failure to have such bond in force at any time shall constitute a default on the part of the Contractor. A bond written by a surety, which becomes disqualified to do business in the

State of Florida, shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

Such bond shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to at least twenty-five percent (25%) of contract price, or an additional bond shall be conditioned that the Contractor will correct any defective or faulty work or material which appear within one (1) year after completion of the contract, upon notification by the Town, except in contracts which are concerned solely with demolition work, in which cases twenty-five percent (25%) liability will not be applicable.

AUDIT OF CONTRACTOR'S RECORDS - Upon execution of the Contract, the Town reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the Town or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. The Town may also require submittal of the records from either the Contractor, the Subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the Town to assure compliance with the contract provisions.

Failure of the Contractor or Subcontractor to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a Subcontractor at the option of the Town.

The Contractor shall assure that each of its Subcontractors will provide access to its records pertaining to the project upon request by the Town.

PERIODIC ESTIMATE FOR PARTIAL PAYMENT - After the Contractor has submitted a periodic estimate for partial payment, approved and certified by the Public Works Department, the Town shall make payment in the manner provided in the Contract Documents and in accordance with Florida's Prompt Payment Act, Section 218, Florida Statutes.

RESERVATION FOR AWARD AND REJECTION OF BIDS - The Town reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The Town also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the Town. The Town reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the Town's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS - The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

GENERAL CONDITIONS

GC - 01 - DEFINITIONS - The following words and expressions, or pronouns used in their stead, shall wherever they appear in the Contract and the Contract Documents, be construed as follows:

"Addendum" or "Addenda" - shall mean the additional Contract provisions issued in writing, by the Engineer, prior to the receipt of bids.

"Bid" – shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

"Bidder" – shall mean any person, firm, company, corporation or entity submitting a bid for the Work.

"Bonds" –shall mean bid, performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.

"Consultant" – shall mean a person, firm, company, corporation or other entity employed by the Town to perform the professional services for the project.

“Contractor” – shall mean the successful Bidder who has been employed by the Town to perform the construction and related services for the project.

“Contract Work” - shall mean everything expressed or implied to be required to be furnished and furnished by the Contractor by any one or more of the parts of the Contract Documents referred to in the Contract hereof. In the case of any inconsistency in or between any parts of this Contract, the Project Manager shall determine which shall prevail.

“Design Documents” – shall mean the construction plans and specifications included as part of a Bid/Proposal Solicitation prepared either by the Town or by the Consultant under a separate Agreement with the Town.

“Engineer” - shall include the terms “professional engineer” and “licensed engineer” and means a person who is licensed to engage in the practice of engineering under Florida Statute, Chapter 471. An Engineer may be a Town employee or a consultant hired by the Town.

"Extra Work" - shall mean work other than that required by the Contract.

"Inspector" – shall mean an authorized representative of the Town assigned to make necessary inspections of materials furnished by Contractor and of the Work performed by Contractor.

"Notice" - shall mean written notice sent by certified United States mail, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or via fax or email, or by hand delivery with a request for a written receipt of acknowledgment of delivery and shall be served upon the Contractor either personally or to its place of business listed in the Bid.

“Owner” - shall mean the Town of Bay Harbor Islands.

“Project Manager” - shall mean a professional designated by the Town to manage the Project under the supervision and direction of the Public Works Director or designee.

"Public Works Director" – shall mean the Public Works Director of the Town of Bay Harbor Islands.

"Site" - shall mean the area upon or in which the Contractor's operations are carried out and such other areas adjacent thereto as may be designated as such by the Project Manager.

"Sub-contractor" - shall mean any person, firm, company, corporation or other entity, other than employees of the Contractor, who or which contracts with the contractor, to furnish, or actually furnishes labor and materials, or labor and equipment, or labor, materials and equipment at the site.

"Surety" - shall mean any corporation or entity that executes, as Surety, the Contractor's performance and payment bond securing the performance of this Contract.

“Town” – shall mean the Town of Bay Harbor Islands, Florida, a Florida municipal corporation. In the event the Town exercises its regulatory authority as a government body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to Town’s authority as a governmental body and shall not be attributable in any manner to the Town as a party to this Contract.

GC - 02 - SITE INVESTIGATION AND REPRESENTATION - The Contractor acknowledges that it has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Site, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, field conditions, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

The Contractor acknowledges that it has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor’s experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted.

Any failure by the Contractor to acquaint itself with all the Site conditions shall not relieve Contractor from responsibility for properly estimating the difficulty or cost thereof under the Contract Documents.

GC - 03 - SUBSTITUTIONS - If the Contractor desires to use materials and/or products of manufacturer's names different from those specified in the Contract Documents, the Bidder requesting the substitution shall make written application as described herein. The burden of proving the equality of the proposed substitution rests on the Contractor making the request. To be acceptable, the proposed substitution shall meet or exceed all expressed requirements of the Contract Documents and shall be submitted upon the Contractor's letterhead. The following requirements shall be met in order for the substitution to be considered:

1. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The Project Manager will consider reports from reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and

2. Requests for substitution shall completely and clearly indicate in what respects the materials and/or products differ from those indicated in the Contract Documents; and

3. Requests for substitution shall be accompanied by the manufacturer's printed recommendations clearly describing the installation, use and care, as applicable, of the proposed substitutions; and

4. Requests for substitution shall be accompanied by a complete schedule of changes in the Contract Documents, if any, which must be made to permit the use of the proposed substitution.

If a proposed substitution is approved by the Project Manager, an addendum will be issued to prospective bidders not less than three (3) working days prior to the date set for opening of bids. Unless substitutions are received and approved as described above, the successful Bidder shall be responsible for furnishing materials and products in strict accordance with the Contract Documents.

GC- 04 – CONSTRUCTION RESOURCES – Contractor shall provide all labor and equipment necessary to complete the installation within a timely manner. Contractor shall provide details as to manpower and equipment to be dedicated to the project in its Work Plan. Contractor is responsible for making arrangements, obtaining and purchasing construction water services if required to complete the work.

GC - 05 - CONTROL OF THE WORK - The Project Manager shall have full control and direction of the Work in all respects. The Project Manager and/or his authorized designee(s) shall, at all times, have the right to inspect the Work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information, as the Project Manager may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be permitted to perform night Work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the Project Manager so that proper and adequate inspection may be provided. Such Work shall be done only under such regulations as are furnished in writing by the Project Manager, and no extra compensation shall be allowed to the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Project Manager, as will ensure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all Town ordinances relating to noise or Work during prohibited hours.

GC - 06 - SUB-CONTRACTOR - The Contractor shall not sublet, in whole or any part of the Work without the written consent and approval of the Project Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Project Manager, a list of all Sub-contractors. No Work shall be done by any sub-contractor until such Sub-contractor has been officially approved by the Project Manager. A sub-contractor not appearing on the original list will not be approved without written request submitted to the Project Manager and approved by the Public Works Director. In all cases, the Contractor shall give his personal attention to the Work of the Sub-contractors and the Sub-contractor is liable to be discharged by the Contractor, at the direction of the Project Manager, for neglect of duty, incompetence or misconduct.

Acceptance of any sub-contractor, other person, or organization by the Project Manager shall not constitute a waiver of any right of Project Manager to reject defective Work or Work not in conformance with the Contract Documents.

Contractor shall be fully responsible for all acts and omissions of its Sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between Town and any sub-contractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Town to pay or to see to the payment of any moneys due to any sub-contractor or other person, or organization, except as may otherwise be required by law.

GC - 07 - QUANTITIES - Contractor recognizes and agrees that the quantities shown on plans and Bid/Price Schedule are estimates only and may vary during actual construction. No change shall be made involving any departure from the general scheme of the Work and that no such change involving a material change in cost, either to the Town or Contractor, shall be made, except upon written permission of the Town. However, the Project Manager shall have the right to make minor alternations in the line, grade, plan, form or materials of the Work herein contemplated any time before the completion of the same. That if such alterations shall diminish the quantity of the Work to be done, such alterations shall not constitute a claim for damages or anticipated profits. That if such alterations increase the amount of the Work to be done, such increase shall be paid for according to the quantity actually performed and at the unit price or prices stipulated therefore in the Contract. The Town shall, in all cases of dispute, determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions relative to the execution of the same, and such estimates and decisions shall be final and binding.

Any Work not herein specified, which might be fairly implied as included in the Contract, of which the Town shall judge, shall be done by the Contractor without extra charge. However, such cost increases shall be authorized either by the Public Works Director or designee, or the Town Commission based upon the purchasing threshold amounts.

GC - 08 - NO ORAL CHANGES - Except to the extent expressly set forth in the Contract, no change in, or modification, termination or discharge of the Contract in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

GC - 09 - PERMITS AND PROTECTION OF PUBLIC – Permits on file with the Town and/or those permits to be obtained by the Contractor, shall be considered directive in nature, and will be considered a part of this Contract. A copy of all permits shall be given to the Town and become part of the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

Contractor shall secure all permits and licenses required for completing the Project. Contractor will obtain the necessary State, County, and Town construction/work permits if required.

The Contractor shall comply with all applicable Codes, Standards, Specifications, etc. related to all aspects of the Project.

Where there are telephones, light or power poles, water mains, conduits, pipes or drains or other construction, either public or private, in or on the streets or alleys, the Work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given to all affected parties prior to proceeding with the Work.

The Contractor shall not be permitted to interfere with public travel and convenience by grading or tearing up streets indiscriminately, but the Work of constructing the various items in this contract shall proceed in an orderly, systematic and progressive manner.

GC - 10 - DISEASE REGULATIONS - The Contractor shall enforce all sanitary regulations and take all precautions against infectious diseases as the Project Manager may deem necessary. Should any infectious or contagious diseases occur among his employees, he shall arrange for the immediate removal of the employee from the Site and isolation of all persons connected with the Work.

GC - 11 - CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA - The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, and shall notify the Project Manager of all errors, omissions, conflicts and discrepancies found therein within three (3) working days of discovery. Failure to discover or correct errors, conflictions, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at its own expense.

GC - 12 - MATERIALS AND WORKMANSHIP - All material shall be new and the workmanship shall, in every respect, be in conformity with approved modern practice and with prevailing standards of performance and quality. In the event of a dispute, the Project Manager's decision shall be final. Wherever the Plans, Specifications, Contract Documents, or the directions of the Project Manager are unclear as to what is permissible and/or fail to note the quality of any Work, that interpretation will be made by the Project Manager, which is in accordance with approved modern practice, to meet the particular requirements of the Contract.

GC - 13 - SAFEGUARDING MARKS - The Contractor shall safeguard all points, stakes, grade marks, monuments, and benchmarks made or established on the Work, bear the cost of re-establishing same if disturbed, or bear the entire expense of rectifying Work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks. The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the Work and, if required, shall bear the cost of having them re-established by a licensed Professional surveyor registered in the State of Florida if disturbed or destroyed during the course of construction.

GC - 14 - RESTROOM FACILITIES - Contractor shall provide portable toilet facilities for employee's use at a location within the Work site to be determined by the Town.

GC - 15 - PROGRESS MEETINGS - Weekly Status meetings will be conducted with representatives from the Town and the Contractor. Contractor shall budget time to participate in such meetings. A well-run Project should result in short meetings.

GC - 16 - ISSUE RESOLUTION - Should Contractor become engaged in a dispute with a resident or a Town employee, the Contractor shall report the situation to the Project Manager immediately. It shall be mandatory that the Town participate in any dispute resolution. Failure of Contractor personnel to notify the Town shall obligate Contractor to replace the offending employee immediately if requested by the Town.

GC - 17 - TOWN SECURITY-CONTRACTOR AND SUBCONTRACTOR EMPLOYEE INFORMATION - Prior to commencing work, Contractor shall provide to the Town a list of all personnel and sub-contractors on site. The list will include the name, address, birth date and driver's license number for all personnel. All personnel and subcontractors on site will have on their person a company photo ID during all stages of the construction. Contractor shall provide standard required personal information per current Town procedures.

GC - 18 - POST-CONSTRUCTION SURVEY - The Contractor shall provide as-built survey, sealed and signed by a registered surveyor in the State of Florida, as a condition of final payment.

GC – 19 - KEY PERSONNEL - Contractor shall provide as part of the Work Plan, resumes for all key project personnel providing supervision and project management functions. Resumes shall include work history and years of experience performing this type of work.

GC - 20 - EXISTING UTILITY SERVICE - All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.

GC - 21 - ACCIDENTS - The Contractor shall provide such equipment and facilities as are necessary and/or required, in the case of accidents, for first aide services to be provided to a person who may be injured during the project duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

In addition, the Contractor must report immediately to the Project Manager every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

GC - 22 - SAFETY PRECAUTIONS - Contractor must adhere to the applicable environmental protection guidelines for the duration of a project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the Town, Dade County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

The Contractor shall take the responsibility to ensure that all Work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades, chain link fencing, railings, barricades, steel plates, safety lights, and ladders that are necessary for the protection of its employees, as well as the public and Town employees. All riggings and scaffolding shall be constructed with good sound materials, of adequate dimensions for their intended use, and substantially braced, tied or secured to ensure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding, platforms, equipment guards, trenching, shoring, ladders and similar actions or equipment shall be OSHA approved, as applicable, and in accordance with all Federal, State and local regulations.

GC - 23 - DUST PREVENTION - The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or Work in an incomplete stage. All costs of this Work shall be included in the cost of other parts of the Work.

Should the Contractor fail to abate a dust nuisance the Project Manager may stop the Work until the issue is resolved to the Town’s satisfaction.

GC - 24 - SITE CLEANUP AND RESTORATION – The Contractor shall remove all debris and unused or discarded materials from the work site daily. Contractor shall clean the work site to remove all directional drilling "Driller's Mud" materials. No "Driller's Mud" residue shall be allowed to remain in the soil or on the surface of the land or vegetation. All debris and drilling materials must be disposed of offsite at an approved location.

The Contractor shall promptly restore all areas disturbed that are outside the Project limits in equal or better condition at no additional cost to the Town.

GC - 25 - COURTEOUS BEHAVIOR AND RESPECT FOR RESIDENTS AND PROPERTY – The Contractor and its employees, associates and sub-contractors shall maintain courteous behavior at all times and not engage in yelling, loud music, or other such activities. Contractor's employees shall not leave trash or other discarded items at the Work Site, especially on any private property. In the event complaints arise, Contractor shall immediately remove such offending employees from the project if requested to do so by the Project Manager. Contractor's employees shall not trespass on any private property unless necessary to complete the work but with prior permission from the owner.

Contractor shall notify and obtain permission from the residents 24 hours in advance when planning to work within the resident's property. In addition, Contractor shall notify the resident prior to entering their property to perform work or inspect/investigate the work site. Contractor shall not block residents' driveways unnecessarily. Contractor shall not park equipment on landscaped areas when the vehicle is not needed for the current construction activities. Contractor shall be responsible for repair and/or replacement of all damaged landscaping within 48 hours including repairing vehicle wheel impressions, irrigation systems, lighting systems, structures, or any other items of resident's property. Contractor shall not destroy, damage, remove, or otherwise negatively impact any landscaping within or outside the right-of-way without prior approval from the Project Manager.

GC - 26 - PLACING BARRICADES AND WARNING LIGHTS - The Contractor shall furnish and place, at Contractor's own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Project Manager may, after 24 hours' notice to the Contractor, proceed to have such barricades and warning lights placed and maintained by Town or other forces and all costs incurred thereof charged to the Contractor and may be retained by the Town from any monies due, or to become due, to the Contractor.

GC - 27 - TRAFFIC CONTROL - The Contractor shall coordinate all Work and obtain, through the Town's Engineering Department,, as applicable, any permits required to detour traffic or close any street before starting to work in the road.

All traffic control devices, flashing lights, signs and barricades shall be maintained in working condition at all times and conform to Manual of Uniform Traffic Control Devices (MUTCD), latest edition.

GC - 28 - COORDINATION - The Contractor shall notify all utilities, Engeering department, etc., in writing, with a copy to the Project Manager before construction is started and shall coordinate its Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

The Contractor shall arrange its Work and dispose of its materials so as to not interfere with the operation of other contractors engaged upon adjacent work, and to join its Work to that of others in a proper manner, and to perform its Work in the proper sequence in relation to that of other contractors as may be directed by the Project Manager.

Each Contractor shall be responsible for any damage done by it or its agents to the work performed by another contractor.

SPECIAL CONDITIONS

01. PURPOSE

The Town of Bay Harbor Islands, Florida (Town) is seeking bids from qualified bidders, for construction services in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. DEMANDSTAR

The Town uses Demandstar (www.demandstar.com.) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

03. SUBMISSION OF BIDS

The Town of Bay Harbor Islands uses Demandstar (www.Demandstar.com) to administer the competitive solicitation process, including but not limited to soliciting proposals and issuing addenda. There is no charge to register and download the ITB from Demandstar. Bidders are strongly encouraged to read the various vendor Guides and Tutorials available in Demandstar well in advance of their intention of submitting a proposal to ensure familiarity with the use of Demandstar. The Town shall not be responsible for a Bidder's inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of Demandstar.

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, 9665 Bay Harbor Terrace, Town of Bay Harbor Islands, FL 33154 (Town Hall) no later than **Friday August 18, 2023**, at **3:00 p.m EST** (the deadline), at which time and place the responses will be publicly opened and the names of the firms will be read. After the deadline, responses will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The Town of 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.

04. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact **Fausto Vargas Procurement Officer**, at (786) 202-6012 or email at fvargasreyes@bayharborislands-fl.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the Question/Answer platform provided by Demandstar at www.demandstar.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by

written addendum. (See addendum section of Demandstar site). **Bidders please note**: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in Demandstar shall become part of any contract that is created from this ITB.

05. CONTRACT TIME

5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within 30 calendar days of the date of the Notice to Proceed.

5.2 The Work shall be Substantially Completed within 60 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within 81 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

06. BID SECURITY

A certified check, cashier's check, bank officer's check or bid bond for **FIVE percent (5%)** of the bid amount, made payable to the Town of Bay Harbor Islands, shall accompany each offer.

07. REQUIRED LICENSES/CERTIFICATIONS

Contractor must possess the following licenses/certifications to be considered for award:

General Contractor Licensed in the State of Florida

Note: Contractor must have proper licensing and shall submit evidence of same with its bid response.

08. SPECIFIC EXPERIENCE REQUIRED

The following expertise is required to be considered for this Contract. Specific references attesting to this expertise must be submitted with the bid response.

The contractor shall have at least five (5) years previous construction experience in constructing additions/modifications to existing public buildings in the State of Florida. Bidder shall submit proof of construction experience for a minimum of three (3) projects

of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

By signing this bid solicitation, contractor is affirming that this expertise will be provided for this Contract at no additional charge.

9. INSURANCE REQUIREMENTS *(See Article 10, Bonds and Insurance, of the Contract for details)*

INSURANCE

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

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

The following insurance policies and coverages are required:

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:
-$2,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
-$2,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The Town, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities

performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Town, its officials, employees, and volunteers.

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

a. The Contractor shall provide the Town with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

b. The Contractor shall provide to the Town a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

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

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

f. The Town shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

g. The Town shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

Watercraft Liability
Coverage must be afforded in an amount not less than $1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

The Certificate Holder should read as follows:
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

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

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

The Contractor's insurance coverage shall be primary insurance as respects to the Town, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

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

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

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

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

NOTE: TOWN PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE TOWN OF BAY HARBOR ISLANDS MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

10. PERFORMANCE AND PAYMENT BOND: 100%

11. TOWN PROJECT MANAGER

The Town hereby designates the Project Manager as Rodney Carrero-Santana P.E whose address is 9665 Bay Harbor Terrace, Town of Bay Harbor Islands, Florida 33154, telephone number: (305)455-7275, and e-mail address is rcarrerosantana@bayharborislands-fl.gov The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with the completion of the Work in accordance with this Agreement.

12. LIQUIDATED DAMAGES

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the Town the sum of **One Thousand Dollars ($1000.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the Contractor causes the delay.

13. PAYMENT

Payment on this Contract will be made by check.

14. WORK SCHEDULE (including overtime hours):
Regular work hours: **9:00 am to 5:00 pm, Monday through Friday.**
Town Inspector Hours: **9:00 am to 4:30 pm, Monday through Friday.**
Any inspection requested by the contractor outside those hours will be considered overtime to be paid by the Contractor.

15. INSPECTION OVERTIME COST: $150/hr.

TOWN OF BAY HARBOR ISLANDS
CONSTRUCTION AGREEMENT

THIS Agreement made and entered into this _____ day of _____, 20 , by and between the Town of Bay Harbor Islands, a Florida municipal corporation ("Town") and _____, a Florida company/corporation ("Contractor"), ("Party" or collectively "Parties");

WHEREAS, the Town desires to retain a contractor for the Project as expressed in its Invitation to Bid No. _____, Project Number _____, which was opened on _____; and

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the Project;

NOW, THEREFORE, the Town and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

ARTICLE 1 – DEFINITIONS

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

1.1 Agreement – This written Agreement between the Town and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.

1.2 Application for Payment – The form accepted by the Town which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the Town to verify in every detail conformance with plans and specifications.

1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.

1.5 Bid Documents – Advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and sample agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.

1.6 Certificate of Substantial Completion - Certificate provided by the Town certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the Town.

SAMPLE AGREEMENT

1.7 Change Order - A written document executed by both Parties ordering a change in the Contract Price or Contract Time or a material change in the Work.

1.8 Town – The Town of Bay Harbor Islands, Florida, including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.

1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions, Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the Town's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the Town and/or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the Town for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

1.10 Contract Price – The amount established in the bid submittal and award by the Town's Town Commission, as may be amended by Change Order.

1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.

1.12 Contractor – The person, firm, company, or corporation with whom the Town has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.

1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.

1.14 Defective – When modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

1.15 Effective Date of the Agreement – The effective date of the Agreement shall be the date the Town Commission approves the work.

1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the Town.

SAMPLE AGREEMENT

1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.

1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxiTown. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.

1.20 Holidays - Those designated non-workdays as established by the Town Commission of the Town of Bay Harbor Islands.

1.21 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.

1.22 Notice of Award - The written notice by Town to the Contractor stating that upon compliance by the Contractor with the condition’s precedent enumerated therein, within the time specified that the Town will sign and deliver this Agreement.

1.23 Notice to Proceed – A written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.24 Plans - The official graphic representations of this Project that are a part of the Contract Documents.

1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.

1.26 Project – The construction project described in the Contract Documents, including the Work described therein.

SAMPLE AGREEMENT

1.27 Project Manager - The employee of the Town, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the Town unless otherwise specified.

1.28 Punch List - The Town's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the Town.

1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.

1.30 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the Contractor. These documents will be signed and sealed by a Professional Engineer, or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the Town.

1.31 Substantially Completed Date – A date when written notice is provided by the Town to the Contractor stating that the Work is substantially completed. If, at the time of inspection, it is determined the project is substantially completed, the Town will also issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.

1.32 Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 – SCOPE OF WORK

2.1 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

PROJECT NAME
ITB # PROJECT #

2.2 All Work for the Project shall be constructed in accordance with the approved plans and Specifications. The Work generally involves:

PROJECT DESCRIPTION

[Need brief description of project (provided by the Dept.) including but not limited to:

- **Location**
- **Components**

SAMPLE AGREEMENT

- **Intent**

And DELETE this note before placing in Bid Documents]

2.3 Within ten (10) days of the execution of this Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of all personnel employed. The general sequence of the Work shall be submitted by the Contractor and approved by the Town before any work commences. The Town reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

ARTICLE 3 – PROJECT MANAGER

3.1 The Project Manager is hereby designated by the Town as _____, whose address is 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154, telephone number: _____, and email address is _____@bayharborislands-fl.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor, are incorporated herein and attached to this Agreement, and consist of the following:

4.1 This Agreement.

4.2 Exhibits to this Agreement: (Plans sheets [ ] to [ ] inclusive).

4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.

4.4 Notice of Award and Notice to Proceed.

4.5 General Conditions and Special Conditions.

4.6 Technical Specifications.

4.7 Plans/Drawings.

4.8 Addenda number _____ through _____, inclusive.

4.9 Bid Form and supplement Affidavits and Agreements.

4.10 All applicable provisions of State and Federal Law.

4.11 Invitation to Bid No. _____, Instructions to Bidders, and Bid Bond.

4.12 Contractor's response to the Town's Invitation to Bid No. _____, dated _____.

SAMPLE AGREEMENT

4.13 Schedule of Completion.

4.14 All amendments, modifications and supplements, change orders and work directive changes, issued on or after the Effective Date of the Agreement.

4.15 Any additional documents that are required to be submitted under the Agreement.

4.16 Permits on file with the Town and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

a. Approved change orders, addenda or amendments.

b. Specifications and Drawings.

c. Special Conditions.

d. General Conditions.

e. This Agreement dated _____, and any attachments.

f. Invitation to Bid No. _____, and the specifications prepared by the Town.

g. Contractor's response to the Town's Invitation to Bid No. _____, dated _____.

h. Schedule of Values.

i. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the Town.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Town, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

SAMPLE AGREEMENT

ARTICLE 5 – CONTRACT TIME

5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within _____ calendar days of the date of the Notice to Proceed.

5.2 The Work shall be Substantially Completed within _____ calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within _____ calendar days after the Substantial Completion date.

ARTICLE 6 – CONTRACT PRICE

6.1 Town shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.

6.2 The Parties expressly agree that the Contract Price, which shall not exceed the amount of $_____, constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to a Change Order. The Contract Price is in accordance with the line items unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.

6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price.

ARTICLE 7 – PAYMENT

7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by Town as provided for in the General Conditions.

7.2 Progress Payments. Town shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.

7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.

SAMPLE AGREEMENT

7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the Town shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price. However, not less than five percent (5%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications, and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the Town.

7.5 Town may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

7.5.1 Defective work not remedied.
7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
7.5.3 Failure of Contractor to make payments properly to subcontractors or for material or labor.
7.5.4 Damage to another contractor not remedied.
7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole or in part.

7.6 The Town shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2022), as amended or revised, provided, however, complete and error free pay application is submitted.

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7.7 The Town shall make payment to the Contractor by check.

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7.8 Payment Card Industry (PCI) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the Town of Bay Harbor Islands. Failure to produce documentation could result in termination of the contract.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

In order to induce the Town to enter into this Agreement, Contractor makes the following representations upon which the Town has relied:

8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.

8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted within the Contract Time as defined in this Agreement.

Furthermore, Contractor warrants and confirms that it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on Town provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

8.4 The Contractor has also studied on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Bid Price and that the Project can be completed for the Bid Price submitted.

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8.5 Contractor has made or caused to be made, examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.

8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.7 Contractor has given Town written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution by Town is acceptable to the Contractor.

8.8 Labor

8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.

8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.

8.8.3 The Contractor shall designate the superintendent on the job to the Town, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Agreement in accordance with Article 17.

8.8.4 Where required and necessary, the Contractor shall, at all times, have a certified "competent person" assigned to the job site. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Agreement in accordance with Article 17.

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8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.

8.9.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the Town reserves the right to approve all suppliers and materials.

8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 8 a.m. and 5:00 p.m., Monday through Friday.

Unless approved by the Town in advance, the Contractor will not perform work on Saturday, Sunday or any legal holiday (designated by the Town of Bay Harbor Islands) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. For any overtime inspection required by Town personnel, the Contractor shall pay for the additional charges to the Town with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. **It shall be noted that the Town's Inspector work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of $100.00 per hour.** The cost to the Contractor to reimburse the Town for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds itself to indemnify and hold harmless the Town from all such claims and fees and from any and all suits and action of every name and description that may be brought against Town on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said Town for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses.

The Contractor shall pay all government charges which are applicable at the time of opening of bids. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

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8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the Town of Bay Harbor Islands, County of Dade, and the State of Florida.

8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the Town or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for or will be required to replace or restore at no expense to the Town all properties and areas not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the Work, the Contractor shall keep the premises free from accumulation of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the Town. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the Town.

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8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

8.16.1 Flow of material and equipment from suppliers.
8.16.2 The interrelated work with affected utility companies.
8.16.3 The interrelated work with the Town where tie-ins to existing facilities are required.
8.16.4 The effort of independent testing agencies.
8.16.5 Notice to affected property owners as may be directed by the Project Manager.
8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

8.17 Project Record Documents and Final As-Builts (Record Drawings): Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the Town with a minimum of three (3) sets of signed and sealed record drawings (Final As-Builts) and a CD of the electronic drawings files created in AutoCad 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

8.18 Safety and Protection:

8.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

8.18.1.1 All employees working on the project and other persons who may be affected thereby.

8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties

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and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the Town.

8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Town, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the Town. Title to the Work shall pass to the Town upon acceptance of the Work by the Town.

8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the Town of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entitles claiming by, through or under the Contractor, releases and discharges the Town from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the Town. At such time, a Town approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the Town and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "Town") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal,

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transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. Section 9607, as amended or revised, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the Town, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the Town and the Contractor.

8.23 No Liens: If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the Work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the Town to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the Town.

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Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by Town as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, Town shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means Town chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

8.24 Weather Emergencies: Upon issuance of a hurricane watch by the National Weather Service, the Contractor shall submit to the Town a plan to secure the work area in the event a hurricane warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available, and in the Town before, during and immediately after the storm.

Upon issuance of a hurricane warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time it is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other Party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, pandemics, war, act of Governmental Authority, state of emergency, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the Parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their sub-contractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall

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be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within ninety-six (96) hours after such an occurrence. The Contractor shall use its reasonable efforts to minimize such delays. The Contractor shall promptly provide an estimate of the anticipated additional time required to complete the Project.

8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Additionally, the Contractor assures that it, the sub-recipient or its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate. This additional language must be included in each subcontract the prime Contractor signs with a subcontractor.

ARTICLE 9 – TOWN'S RESPONSIBILITIES

9.1 The Town shall furnish the data required of the Town under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.

9.2 The Town shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.

9.3 Technical Clarifications and Interpretations:

9.3.1 The Town shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the Town shall not entertain any excuse for failure to execute the Work in a satisfactory manner.

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9.3.2 The Town shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the Town on any claim or dispute will be final and binding.

9.4 The Contractor shall perform all Work to the reasonable satisfaction of the Town in accordance with the Contract Documents. In cases of disagreement or ambiguity, the Town shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the Town's decisions on all claims, questions and determination are final.

9.5 Cancellation for Unappropriated Funds**:** The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

ARTICLE 10 – BONDS AND INSURANCE

10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Dade County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2022), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

A Corporate Surety Bond legally issued, meeting the approval of, and running to the Town in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the Town, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used

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or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

10.2 Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the Town.

10.3 Insurance

INSERT INSURANCE VERBIAGE FROM RISK MANAGEMENT HERE

_____
_____

NOTE: TOWN PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE TOWN OF BAY HARBOR ISLANDS MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the bid to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

11.1 Warranty: The Contractor warrants and guarantees to the Town that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

11.1.1 Warranty of Title: The Contractor warrants to the Town that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

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11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the Town before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and Town Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.

11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1 be observed by the Town or inspected or tested by others, the Contractor at the Town's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.

11.4 Town May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the Town may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Town to stop the Work shall not give rise to any duty on the part of the Town to exercise this right for the benefit of the Contractor or any other Party. The Town will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

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11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the Town and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the Town remove it from the site and replace it with non-defective Work.

11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the Town and in accordance with the Town's written instructions, either correct such defective Work, or, if it has been rejected by the Town, remove it from the site and replace it with non-defective Work.

If the Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the Town may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the Town, at the Town's sole option, prefers to accept it, the Town may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contract's Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the Town.

11.8 Town May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the Town may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the Town shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the Town may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the Town's representative agents and employees such access to the site as may be necessary to enable the Town to exercise its rights under this paragraph. All direct and indirect costs of the Town in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the Town of the Town's right hereunder.

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ARTICLE 12 – INDEMNIFICATION

12.1 Disclaimer of Liability: The Town shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.

12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the Town, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents, suppliers, employees or laborers; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or Town laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

12.2.2 Contractor agrees to indemnify, defend, and hold harmless the Town, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against Town, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.

12.2.4 If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the Town to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge

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such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the Town.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by Town as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, Town shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means Town chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the Town.

12.2.5 The Contractor and the Town agree that Section 725.06(2), Florida Statutes (2022), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

13.1 Without invalidating this Agreement, the Town may, at any time or from time-to-time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of a fully executed Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.

13.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the Town and the Contractor.

13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Town.

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ARTICLE 14 – CHANGE OF CONTRACT PRICE

Change of Contract Price, approved by Town, shall be computed as follows:

14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Town, these costs shall be in amounts no higher than those prevailing in the Town and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:

14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Town and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.

Payroll costs shall include, but not be limited to, salaries and wages plus cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the Town, and the Contractor shall make provisions so that they may be obtained.

14.1.3 Supplemental costs including the following:

14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.

14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the Town, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.

14.1.3.4 Royalty payments and fees for permits and licenses.

14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.

14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

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14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

14.2 The Contract Price may only be increased by an approved and fully executed Change Order when Work is modified in accordance with Article 13 and approved by the Town in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

14.3 Not Included in the Cost of the Work: The term "Cost of the Work" shall not include any of the following:

14.3.1 Payroll costs and other compensation of the Contractor's officers' executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.

14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.

14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1.

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14.4 Basis of Compensation: The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:

14.4.1 A mutually acceptable negotiated fee:

14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).

14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.

14.4.1.3 The amount of credit to be allowed by the Contractor to the Town for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.

14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.

14.5 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the Town an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:

14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

15.1 The Contract Time may only be changed by an approved and fully executed Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefore as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the Town, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, pandemics, act of Governmental Authority, state of emergency, or acts of God.

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15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.

15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the Town's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

15.5 Rights of Various Interests: Whenever work being done by Town's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the Town the sum of _____ **Hundred/Thousand Dollars ($_.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay Is caused by the Contractor. Should an act of God or the acts or omissions of the Town, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the Town as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The Town shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the Town is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the Town, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the Town's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the Town, that

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there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the Town and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

17.1 Town May Suspend Work: The Town may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.

17.2 Town's Right to Terminate Contract: The Town may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:

17.2.1 If the Contractor makes a general assignment for the benefit of creditors.

17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Agreement, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.

17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the date set forth in the Notice to Proceed, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.

17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.

17.2.5 If the Contractor repeatedly disregards proper safety procedures.

17.2.6 If the Contractor disregards any local, state or federal laws or regulations.

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17.2.7 If the Contactor otherwise violates any provisions of this Agreement.

17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the Town may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the Town for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the Town has paid the Contractor but which are stored elsewhere, and finish the Work as the Town may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

17.3.1 If after notice of termination of Contractor's notice to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of Town and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth below in Section 17.5.

17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to Town all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:

17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:

17.4.1.1 In the event the Contactor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the Town. The Contractor further agrees that in the event of this default, the Town shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The Town shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contactor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contactor acknowledges that such waiver is done knowingly and voluntarily.

17.4.1.2 Alternatively, in the event the Town does not seek stay relief, or if stay relief is denied, the Town shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the Town.

17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in additional to the foregoing provisions, the

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Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the Town is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the Town under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

17.4.2 Should this Agreement be entered into and fully executed by the Parties, and the funds have not been forwarded to Contractor, the following shall occur:

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the Town expressly consents in writing to the assumption. In the event the Town consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the Town, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

17.5 Termination for Convenience: This Agreement may be terminated for convenience in writing by Town upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and accepted by the Town and costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. No payment shall be made for profit for work/services which have not been performed or accepted.

17.6 Where the Contractor's service has been so terminated by the Town, the termination shall not affect any rights of the Town against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the Town will not release the Contractor from liability.

17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the Town.

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ARTICLE 18 – DISPUTE RESOLUTION

18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of Town Project Manager and Contractor shall be submitted to the Town Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.

18.1.1 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.

18.1.2 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

18.1.3 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Town:

_____

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Project Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154
Telephone: _____
E-mail: _____with copies to:

Town Manager and Town Attorney
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154
Telephone: _____

To the Contractor:

_____
_____
_____
Telephone: _____
E-mail: _____

ARTICLE 20 – LIMITATION OF LIABILITY

20.1 The Town desires to enter into this Agreement only if in so doing the Town can place a limit on the Town's liability for any cause of action arising out of this Agreement, so that the Town's liability for any breach never exceeds the sum of $1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the Town to any action or claim arising from the Agreement is limited to a maximum amount of $1,000, which amount shall be reduced by the amount actually paid by the Town to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the Town's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised, or to extend the Town's liability beyond the limits established in said Section 768.28, Florida Statutes (2022), as may be amended or revised; and no claim or award against the Town shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the Town, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby

SAMPLE AGREEMENT

waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the Town and the Contractor.

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

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

ARTICLE 22 – MISCELLANEOUS

22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the Town, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.

22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the Town any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.

22.3 The Contractor and its employees, volunteers and agents shall be and remain as independent contractor and not agents or employees of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.

SAMPLE AGREEMENT

22.4 The Town reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the Town. If required by the Town, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the Town. The Contractor shall allow the Town to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.

22.5 The remedies expressly provided in this Agreement to the Town shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the Town now or later existing at law or in equity.

22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

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

SAMPLE AGREEMENT

22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with the Town for the construction or repair of a public building or public work, may not submit bids on leases of real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Town, and may not transact any business with the Town in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Town purchase and may result in Contractor debarment.

22.9 Attorney Fees: If Town or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, TOWN CLERK'S OFFICE, 100 N. ANDREWS AVENUE, BAY HARBOR ISLANDS, FLORIDA 33301.

Contractor shall:

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

2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.

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

4. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

SAMPLE AGREEMENT

requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

22.11 Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the Town of Bay Harbor Islands, Florida, as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the Town to pursue any remedy stated below or any remedy provided under applicable law.

3. The Town may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The Town may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the Town of Bay Harbor Islands, Florida.

22.13 E-VerifyAs a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

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

2. The Town, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.

SAMPLE AGREEMENT

3. The Town, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the Town terminates this Agreement under Section448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the Town as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as maybe amended or revised, to include all of the requirements of this Section in its subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as maybe amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

SAMPLE AGREEMENT

TOWN

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

TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation

By: _____
MARIA LASDAY
Town Manager

Date: _____

ATTEST:

By: _____
YVONNE HAMILTON
Town Clerk

By:_____

Town Attorney

SAMPLE AGREEMENT

CONTRACTOR

WITNESSES:

CONTRACTOR.,
a Florida company/corporation.

_____ By:_____

_____ Print Name:_____
Print Name

Title:_____

ATTEST:

_____

_____
Print Name

By:_____
Secretary

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, 2023, by _____, (NAME OF AUTHORIZED OFFICER) as _____ (TITLE OF AUTHORIZED OFFICER), for _____ (NAME OF COMPANY), a Florida _____(TYPE OF COMPANY).

_____
(Signature of Notary Public - State of Florida)

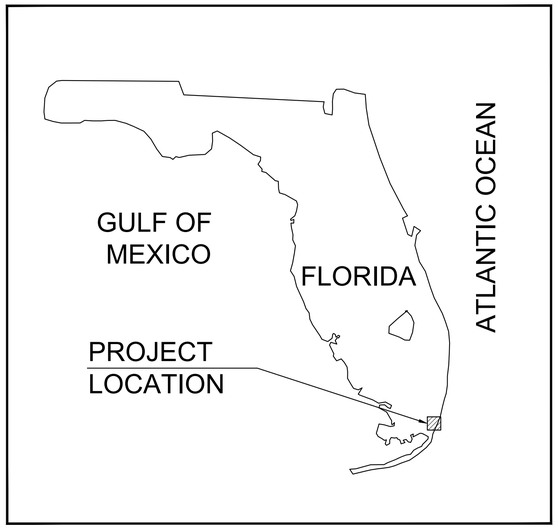
_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

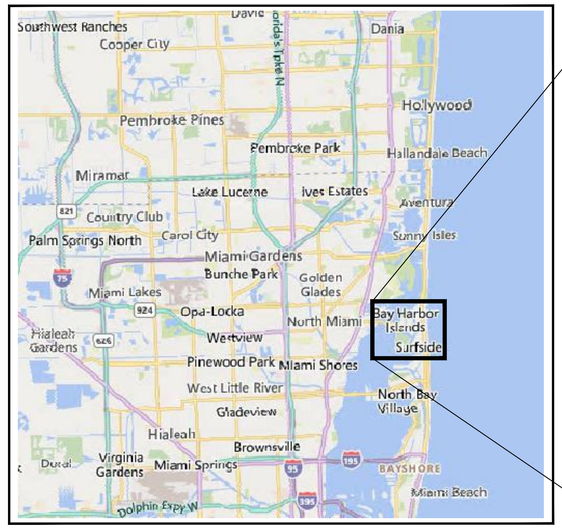
Personally Known_____ OR Produced Identification_____
Type of Identification Produced: _____

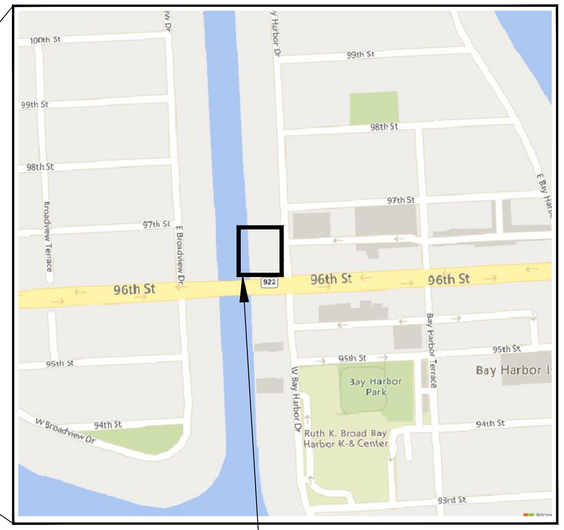
SAMPLE AGREEMENT

SEAWALL REPLACEMENT PROJECT FOR THE TOWN OF BAY HARBOR ISLANDS

9600 W. BAY HARBOR DR.
BAY HARBOR ISLANDS, MIAMI, FL.







PROJECT LOCATION

N

INDEX OF DRAWINGS	
SHEET	DESCRIPTION
CM-1.0	COVER SHEET
CM-1.1	GENERAL NOTES
CM-1.2	GEOTECHNICAL REPORT
CM-1.3	SURVEY/ EXISTING CONDITIONS
CM-1.4	DEMOLITION PLAN & SECTIONS
CM-2.0	PROPOSED PLAN & SECTIONS
CM-2.1	PARTIAL PLANS & DETAILS
CM-2.2	DETAILS & SECTIONS

OWNER:

THE TOWN OF BAY HARBOR ISLANDS
96000 W. BAY HARBOR DR.
BAY HARBOR ISLANDS, MIAMI FL.

ENGINEER:

CUMMINS | CEDERBERG
Coastal & Marine Engineering
MIAMI • FORT LAUDERDALE • JUPITER
TALLAHASSEE • ST. PETERSBURG
TEL: +1 305-741-6155 FAX: 305-974-1969
WWW.CUMMINSCEDERBERG.COM

CLIENT:

CHEN MOORE AND ASSOC.
3150 SW. 38th AVE., STE 950
MIAMI, FLORIDA 33146

CONTRACTOR:

CONSTRUCTION DRAWINGS - 06/30/2023

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J:\Projects\57002 9600 W Bay Harbor Dr\03 - Drawings\Construction\Working\57002- 9600 W Bay Harbor Dr.dwg

1. GENERAL

1.1. THE WORK CONSISTS OF PROVIDING ALL CONSTRUCTION, LABOR, EQUIPMENT, MATERIAL AND OPERATIONS IN CONNECTION WITH THE REPLACEMENT OF THE SEAWALL AND RELATED IMPROVEMENTS AS SHOWN ON THESE DRAWINGS.
1.2. ANY DISCREPANCIES IN THE PLANS WITH THE FIELD CONDITIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER. CONSTRUCTION SHALL NOT CONTINUE UNTIL THE ENGINEER HAS ADDRESSED THE DISCREPANCIES.
1.3. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING STRUCTURES IN THE PROJECT VICINITY. ANY DAMAGE TO PRIVATE OR PUBLIC PROPERTY WITHIN THE PROJECT VICINITY, INCLUDING STAGING SITES, WORK AND ACCESS AREAS SHALL BE REPAIRED PROMPTLY BY THE CONTRACTOR. ANY DAMAGE AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT NO COST TO THE OWNER. ALL ACCESS AND STAGING AREAS SHALL BE KEPT NEAT, ORDERLY AND IN A SAFE MANNER. ALL ACCESS AND STAGING AREAS SHALL BE RESTORED TO THE PRE-CONSTRUCTION CONDITION UPON PROJECT COMPLETION AT THE COST OF THE CONTRACTOR. THE SITE SHALL BE RESTORED BY REMOVING AND FINISHING ALL EVIDENCE FOR CONSTRUCTION. IN THE EVENT INFRASTRUCTURE (SUCH AS WALKWAYS, SIDEWALKS, FENCES, VEGETATION, ETC.) IS TEMPORARILY REMOVED OR RELOCATED OR THERE IS UNAUTHORIZED DAMAGE TO VEGETATION AND/OR FACILITIES BY THE CONTRACTOR, THE CONTRACTOR SHALL RESTORE ALL DAMAGE TO STRUCTURES AND NATURAL FEATURES TO PRE-CONSTRUCTION CONDITIONS OR BETTER.
1.4. UTILITIES ARE NOT SHOWN IN THE PLANS. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL PRESENT UTILITIES PRIOR TO CONSTRUCTION.
1.5. CONTRACTOR IS RESPONSIBLE FOR PROVIDING PROPER CLEARANCE AND PROTECTION TO ALL OVERHEAD WIRES AND OBSTRUCTIONS.
1.6. THE CONTRACTOR SHALL EXCLUDE THE PUBLIC FROM THE WORK AREAS IN THE IMMEDIATE VICINITY OF OPERATIONS. CONTRACTOR SHALL PROVIDE APPROPRIATE SAFETY MEASURES TO PROTECT THE PUBLIC.
1.7. ALL NEW STRUCTURAL WORK INCLUDING CONCRETE AND REINFORCEMENT SHALL BE ACCURATELY FIELD MEASURED AND DIMENSIONS VERIFIED BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS. CONTRACTOR SHALL BE PREPARED TO MAKE FIELD ADJUSTMENTS TO ACCURATELY FIT THE NEW WORK TO EXISTING CONDITIONS.
1.8. NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN SECURED AND THE CONTRACTOR HAS BEEN ISSUED NOTICE TO PROCEED.
1.9. ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN CHANGED IN SIZE BY REPRODUCTION. THIS SHOULD BE CONSIDERED WHEN OBTAINING SCALED DATA.
1.10. CONSTRUCTION WORK SHALL BE EXECUTED IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL BUILDING CODES AND GOVERNING REGULATIONS.FDEP, USACE, AND MIAMI-DADE COUNTY. CONTRACTOR SHALL ADHERE TO ALL CONDITIONS OF THE PERMITS AND EXEMPTIONS.

2. LAYOUT AND TESTING

2.1. ALL CONSTRUCTION STAKEOUT SHALL BE PERFORMED BY AND PAID FOR BY THE CONTRACTOR UNDER THE SUPERVISION OF A SURVEYOR REGISTERED IN THE STATE OF FLORIDA. ALL TESTING AND INSPECTION FOR CONCRETE MATERIALS SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATIONS AND SHALL BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY.

3. DEMOLITION

3.1. CONTRACTOR SHALL VERIFY THE EXTENTS, LOCATION AND QUANTITIES OF EXISTING ELEMENTS TO BE REMOVED.
3.2. ALL DEBRIS WITHIN THE LIMITS OF THE PROJECT SITE SHALL HAULED OFF SITE BY THE CONTRACTOR, AS DIRECTED BY THE OWNER, AND DISPOSED OF AT AN APPROPRIATE FACILITY.
3.3. CONTRACTOR SHALL NOT DAMAGE ANY STRUCTURAL COMPONENTS BEYOND THE DEMOLITION REQUIREMENTS DEPICTED IN THESE DRAWINGS. ANY DAMAGE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3.4. ALL MATERIAL DISCARDED INTO THE WATER SHALL BE IMMEDIATELY REMOVED BY THE CONTRACTOR.

4. SURVEY

4.1. BOUNDARY AND TOPOGRAPHICAL SURVEY BY LONGITUDE SURVEYORS, DATED 11/08/22.

5. DESIGN CODES & STANDARDS

5.1. FBC 2020
5.2. ACI 440-1R-15
5.3. AASHTO LFRD BRIDGE DESIGN GUIDE SPECIFICATIONS FOR GFRP - REINFORCED CONCRETE 2018
5.4. ACI 318-19
5.5. FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION

6. DESIGN LOADS
6.1. BULKHEAD SURCHARGE LL = 100 PSF

7. CONCRETE

7.1. FORMS FOR THIS WORK SHALL BE MADE OF EITHER WOOD OR METAL. THEY SHALL BE STRAIGHT AND FREE OF WARP OR BENDS. THEY SHALL HAVE SUFFICIENT STRENGTH AND RIGIDITY, WHEN STAKED, TO RESIST THE PRESSURE OF THE CONCRETE WITHOUT SPRINGING. IF WOODEN FORMS ARE USED, THEY SHALL BE OF ADEQUATE SECTION AND SHALL HAVE A FLAT SURFACE ON TOP. FORMS SHALL HAVE A DEPTH AT LEAST EQUAL TO THE VERTICAL DIMENSIONS FOR THE DEPTH OF THE CONCRETE BEING DEPOSITED AGAINST THEM. WHEN READY FOR THE CONCRETE TO BE DEPOSITED, THEY SHALL NOT VARY FROM THE APPROVED LINE AND GRADE, AND SHALL BE KEPT SO UNTIL THE CONCRETE HAS SET.
7.2. JUST PRIOR TO PLACING THE CONCRETE ANY WOODEN FORMS SHALL BE MOISTENED AND ALL REINFORCING SHALL BE RINSED WITH FRESH WATER. THE CONCRETE SHALL BE PLACED IN THE FORMS AND TAMPED IN PLACE SO THAT ALL HONEYCOMBS WILL BE ELIMINATED AND SUFFICIENT MORTAR BROUGHT TO A SMOOTH EVEN FINISH BY MEANS OF A FLOAT.
7.3. CONTRACTOR SHALL BE PREPARED TO PLACE CONCRETE OF LOWER MEMBERS OF THE MARINE STRUCTURES IN SUBMERGED CONDITIONS UTILIZING TREMIE METHODS AT NO ADDITIONAL COST.
7.4. NO CONCRETE SHALL BE POURED DURING UNFAVORABLE WEATHER OR SEA CONDITIONS.
7.5. CAST-IN-PLACE CONCRETE SHALL BE A MINIMUM OF 5,500 PSI COMPRESSIVE STRENGTH AT 28 DAYS. WATER CEMENT RATIO (W/C) SHALL BE LESS THAN OR EQUAL TO 0.4. PROVIDE MIX DESIGN FOR A CLASS IV CONCRETE FOR AN EXTREMELY AGGRESSIVE (MARINE) ENVIRONMENT IN ACCORDANCE WITH FDOT SPECIFICATIONS. CONTRACTOR SHALL PROVIDE MIX DESIGN TO ENGINEER FOR APPROVAL 10 DAYS PRIOR TO CONCRETE PLACEMENT.
7.6. NO WATER SHALL BE ADDED TO CONCRETE AT THE JOB SITE UNLESS AUTHORIZED BY THE ENGINEER OR SPECIAL INSPECTOR.
7.7. WHEN SURFACE FINISHING IS COMPLETED, THE STRUCTURE SHALL BE PROTECTED AGAINST WAVE SPLASH FOR TWO DAYS AND CURED PER APPLICABLE PARAGRAPHS OF SECTION 400-16 OF THE FDOT STANDARD SPECIFICATIONS. CURING SHALL OCCUR FOR AT LEAST 7 DAYS.
7.8. A SURFACE PENETRANT SEALER OF ALKYL-ALKOXY SILANE CLASSIFICATION, SUCH AS BASF MASTERPROTECT H 400, OR APPROVED EQUAL SHALL BE APPLIED ALL EXPOSED CONCRETE.
7.9. APPLY SIKA ARMATEC 110 BONDING AGENT, OR APPROVED EQUAL, AT CONSTRUCTION JOINTS PRIOR TO PLACEMENT OF NEW CONCRETE.
7.10. COMPONENTS NOT CONSTRUCTED ACCORDING TO THESE SPECIFICATIONS SHALL BE REMOVED AND REPLACED PROPERLY AT THE EXPENSE OF THE CONTRACTOR.
7.11. THE FACES OF THE FINISHED STRUCTURES SHALL BE TRUE, STRAIGHT, AND OF UNIFORM WIDTH, FREE FROM HUMPS, SAGS, OR OTHER IRREGULARITIES EXCEPT AS SPECIFIED IN THE PLANS. THE CONTRACTOR SHALL REPLACE ANY DEFICIENT SEGMENTS.
7.12. CONCRETE FORMWORKERS AND FINISHERS:
7.12.1. THE CONTRACTOR SHALL SUPPLY A SUFFICIENT NUMBER OF EXPERIENCED CONCRETE FORMWORKERS AND FINISHERS IN ORDER TO COMPLETE THE WORK. A CONCRETE FOREMAN WHO HAS A THOROUGH UNDERSTANDİNG OF THE PLANS, SPECIFICATIONS, AND REFERENCED SPECIFICATIONS SHALL SUPERVISE ALL FORMWORKERS AND FINISHERS. NO SUB-STANDARD WORKMANSHIP WILL BE ACCEPTED.
7.13. CONCRETE TRANSPORTATION:
7.13.1. CONCRETE DELIVERED FROM A READY MIX PLANT SHALL BE TRANSPORTED IN ACCORDANCE TO FDOT SECTION 345-13. CONCRETE THAT IS NOT PLACED IN THE FORM WITHIN THE SPECIFIED TIME LIMITS WILL BE REJECTED AND NOT INCLUDED IN THE WORK. CONTRACTOR SHALL BEAR ALL COSTS FOR REJECTED CONCRETE. CONCRETE SHALL NOT BE PLACED IN THE FORMS UNTIL THE REINFORCING STEEL PLACEMENT HAS BEEN APPROVED BY THE ENGINEER.
7.14. REINFORCED CONCRETE MATERIALS TESTING:
7.14.1. THE CONTRACTOR SHALL HAVE AN INDEPENDENT TESTING LABORATORY TEST THE CONCRETE USED IN THE WORK. THE TEST SHALL INCLUDE 7, 14, AND 28 DAY COMPRESSIVE STRENGTH TESTS. THE RESULTS SHALL BE SUPPLIED TO THE ENGINEER. THE TESTS SHALL BE IN ACCORDANCE WITH ASTM C31, C39, AND C617.
7.15. ADHESIVE BONDED DOWELS SHALL BE INSTALLED IN ACCORDANCE WITH FDOT SECTION 416.

8. PRECAST PILING

8.1. 14" SQUARE PRESTRESSED CONCRETE PILES SHALL BE WITH EIGHT (8) 0.6" DIAMETER STRANDS, GRADE 270 L.R.S.
8.2. PILES MAY BE PRE-PUNCHED BUT SHALL BE DRIVEN TO FINAL TIP ELEVATION.
8.3. CONCRETE TO BE MINIMUM 6,000 PSI, AND FOLLOW FDOT CLASS-V CONCRETE SPECIFICATIONS. MINIMUM COVER TO INTERNAL REINFORCEMENT SHALL BE 3" ON ALL SIDES.
8.4. PILES SHALL BE DRIVEN TO THE TIP ELEVATION SHOWN IN THE DRAWINGS. NOTIFY ENGINEER IF PRACTICAL REFUSAL IS ENCOUNTERED PRIOR.
8.5. INDICATOR PILE LOG(S) SHALL BE SUBMITTED TO EOR FOR CONFIRMATION OF PRODUCTION PILE LENGTH AND MINIMUM BEARING CAPACITY.
8.6. 14" SQUARE PRESTRESSED CONCRETE PILES SHALL PROVIDE A MINIMUM BEARING CAPACITY OF 40 TONS/PILE.
8.7. PILE LOGS SHALL BE RECORDED FOR ALL DRIVEN PILES BY THE CONTRACTOR.
8.8. PILES SHALL BE CUT OFF AS SHOWN ON THE PLANS AND SECTIONS HEREIN ONLY AFTER ENGINEER'S APPROVAL.
8.9. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR CONCRETE PILES.

9. GLASS FIBER REINFORCED POLYMER (GFRP) REINFORCEMENT

9.1. GLASS FIBER REINFORCED POLYMER (GFRP) PER FDOT SPECIFICATIONS, SECTIONS 932-3, APPLICABLE TO PRECAST CONCRETE PANEL AND ALL CIP COMPONENTS EXCEPT PILING.
9.2. GLASS FIBER REINFORCED POLYMER SHALL BE NEW AND ROUND CONFORMING TO ASTM D7957 AND MEET MINIMUM TENSILE MODULUS OF ELASTICITY OF 8700 KSI.

10.TIDAL DATA

10.1. CONTRACTOR MAY NEED TO ADJUST HIS WORK PLAN TO ACCOUNT FOR ACTUAL WATER LEVELS AND CHANGING WATER LEVELS. THE SITE MAY BE SUBJECT TO VARIABLE WAVE AND SURGE CONDITIONS AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE TEMPORARY SUPPORT FOR MARINE STRUCTURES AND SHORELINE DURING CONSTRUCTION. TIDAL DATA OBTAINED FROM BAKER'S HAULOVER INLET SIDE, FLORIDA STATION ID 8723073.

11.TURBIDITY CONTROL

11.1. TURBIDITY BARRIERS SHALL BE AS REQUIRED BY PERMITS. IF REQUIRED, TURBIDITY BARRIERS SHALL REMAIN IN PLACE UNTIL TURBIDITY LEVELS FALL WITHIN STATE AND COUNTY STANDARDS ABOVE BACKGROUND.

12.SUBMITTALS

12.1. REVIEW OF SUBMITTALS BY THE STRUCTURAL ENGINEER IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AS PRESENTED BY THE CONTRACT DOCUMENTS. NO DETAILED CHECK OF QUANTITIES OR DIMENSIONS WILL BE MADE.
12.2. ALL SHOP DRAWINGS MUST BEAR EVIDENCE OF THE CONTRACTOR'S APPROVAL PRIOR TO SUBMITTING TO EOR.
12.3. THE FOLLOWING MINIMUM SUBMITTALS SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO RELATED CONSTRUCTION ACTIVITY:

12.3.1. SCHEDULE FOR COMPLETION OF WORK WITH TASKS AND DURATIONS DEFINED
12.3.2. CONCRETE MIX
12.3.3. REINFORCING
12.3.4. PRESTRESSED PILING
12.3.5. OUTFALL CHECK VALVE
12.3.6. GFRP REINFORCEMENT

RER - NATURAL RESOURCES DIVISION
PRELIMINARY APPROVAL
NAME Ashley Dominguez
DATE 07/05/2023

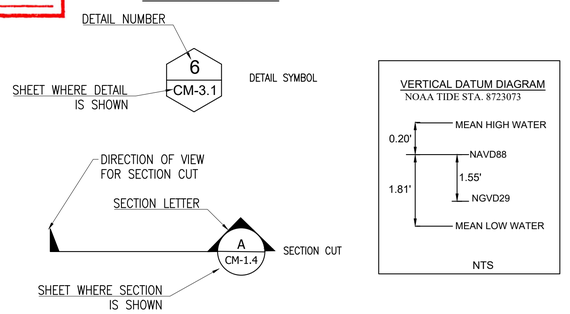
13. ROCK

13.1. PROPOSED ROCK SOURCE(S) MUST BE APPROVED FOR USE BY THE ENGINEER PRIOR TO THE COMMENCEMENT OF THE WORK. ONCE THE SOURCE(S) FOR ROCK ARE APPROVED, THE CONTRACTOR SHALL NOT USE MATERIAL FROM ANOTHER SOURCE WITHOUT REPEATING THE ACCEPTANCE AND TEST PROCEDURES TO QUALIFY THE OTHER SOURCE(S).
13.2. ALL ROCK SHALL MEET THE FOLLOWING MINIMUM REQUIREMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING QUARRY CERTIFICATIONS AND PERFORMING QUALITY TESTS ON ALL ROCK.
13.3. CLEAN, SOUND, AND DURABLE, AND FREE FROM FRACTURES, INCLUSIONS, VOIDS, OR OTHER DEFECTS. FREE OF EARTH, CLAY, REFUSE, OR ADHERENT COATINGS.
13.3.1. MINIMUM SPECIFIC GRAVITY OF 2.25 (140.5 PCF).
13.3.2. SOUNDNESS 15% MAX LOSS (ASTM C88)
13.3.3. SUCH CHARACTER THAT IT WILL NOT DISINTEGRATE FROM THE ACTION OF AIR, WATER, OR THE CONDITIONS OF HANDLING AND PLACING. MAXIMUM ABRASION LOSS OF 50% (ASTM C131)
13.3.4. ROUGH ANGULAR QUARRIED MATERIAL WITH A SHAPE THAT ASSURES INTERLOCKING WITH ADJACENT ROCK.
13.4. ALL ROCK WILL BE SUBJECT TO ON-SITE RANDOM SAMPLING AND TESTING (INCLUDING RANDOM DROP TESTS). ROCK THAT DOES NOT CONFORM IN SPECIFIC GRAVITY, STRUCTURE AND OTHER CHARACTERISTIC REQUIREMENTS WILL BE REJECTED. THE PRESENCE OF UNSATISFACTORY ROCK OR OBJECTIONABLE FOREIGN MATERIAL IN ANY OF CONTRACTOR PROVIDED ROCK WILL BE DEEMED SUFFICIENT REASON FOR REJECTION OF THE ENTIRE LOAD OF ROCK. ANY SUCH LOAD OF ROCK SHALL BE IMMEDIATELY REMOVED FROM THE SITE AT THE CONTRACTOR'S EXPENSE.

ABBREVIATIONS

ACI	AMERICAN CONCRETE INSTITUTE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
C.I.P.	CAST-IN-PLACE
CLR	CLEAR
CONT	CONTINUOUS
CONC.	CONCRETE
CONT'D	CONTINUED
CY	CUBIC YARD
DEMO.	DEMOLISHED
ELEV/EL.	ELEVATION
EF	EACH FACE
EA	EACH
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
GFRP	GLASS FIBER REINFORCED POLYMER
H	HORIZONTAL
EMBED.	EMBEDMENT
KSI	KIPS PER SQUARE INCH
L.F.	LINEAR FEET
MAX	MAXIMUM
MIN.	MINIMUM
MHW	MEAN HIGH WATER
MIN	MINIMUM
MLW	MEAN LOW WATER
NAVD	NORTH AMERICAN VERTICAL DATUM
NAVD	NATIONAL GEODETIC VERTICAL DATUM
O.D.	OUTSIDE DIAMETER
PERA	PERMITTING, ENVIRONMENT, AND REGULATORY AFFAIRS
PSI	POUNDS PER SQUARE INCH
PSPC	PRESTRESSED PRECAST
REINF	REINFORCEMENT
SQ	SQUARE
SPEC.	SPECIFICATION
STD.	STANDARD
TYP	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE
USACE	UNITED STATES ARMY CORPS OF ENGINEERS
V	VERTICAL
W/C	WATER/CEMENT RATIO

SYMBOLS LEGEND



VERTICAL DATUM DIAGRAM
NOAA TIDE STA. 8723073

NTS

Leonard A Barrera Allen 2023-06-30 15:19:10

PROJECT:
SEAWALL REPLACEMENT PROJECT FOR THE TOWN OF BAY HARBOR ISLANDS

ADDRESS:
9600 W. BAY HARBOR DR.
BAY HARBOR ISLANDS, MIAMI, FL.

CLIENT:
CHEN MOORE AND ASSOC.

ADDRESS:
3150 SW 38th AVE. STE. 950
MIAMI, FLORIDA 33146

ENGINEER:
CUMMINS CEDERBERG
COASTAL & MARINE ENGINEERING
201 ALHAMBRA CIRCLE, SUITE 601
CORAL GABLES, FL 33134
TEL: +1 305 741-6155 FAX: +1 305-974-1969
WWW.CUMMINSCEDERBERG.COM
COA # 29062

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SEAL:
LEONARD BARRERA ALLEN LICENSE No. 90872 STATE OF FLORIDA PROFESSIONAL ENGINEER

LEONARD BARRERA ALLEN, P.E. #90872

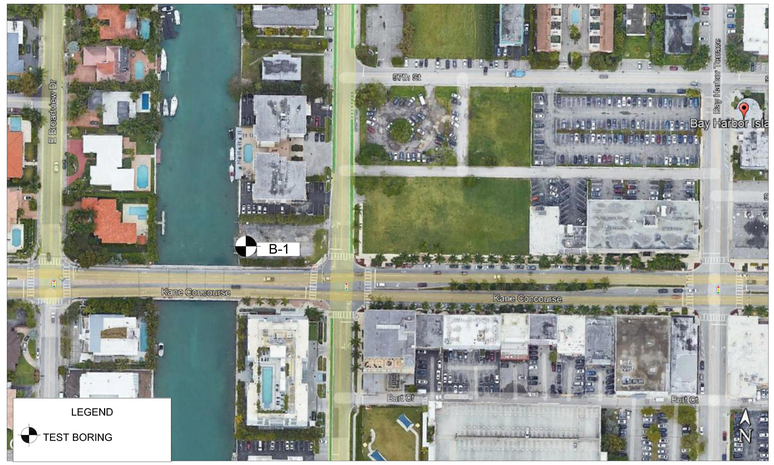
ISSUE	DATE	CONSTRUCTION DRAWINGS SUBMISSION / REVISION
	06/30/2023	

CC PROJECT NO:	57002
DRAWN	SV
CHECKED	KC
SCALE	AS SHOWN

SHEET TITLE
GENERAL NOTES

SHEET 2 OF 8
CM-1.1

J:\Projects\57002 9600 W Bay Harbor Dr\03 - Drawings\Construction\Working\57002- 9600 W Bay Harbor Dr.dwg



PANGEO CONSULTANTS

TEST LOCATION PLAN
SEAWALL REPLACEMENT
NWC OF INTERSECTION OF
W BAY HARBOR DRIVE AND KANE CONCOURSE
BAY HARBOR ISLANDS, FL

APPROXIMATE LOCATIONS
NOT TO SCALE

RER - NATURAL RESOURCES DIVISION
PRELIMINARY APPROVAL
NAME Ashley Dominguez
DATE 07/05/2023

BORING NUMBER B-1
PAGE 1 OF 2

PANGEO CONSULTANTS
Pan Geo Consultants
8258 W SR 84
Davie, FL 33324
Telephone: +1(954) 200-4019

CLIENT CHEN MOORE AND ASSOCIATES
PROJECT NUMBER CMA1122
DATE STARTED 11/2/22 COMPLETED 11/2/22
DRILLING CONTRACTOR DANCOR
DRILLING METHOD MUD ROTARY DRILLING
LOGGED BY JC CHECKED BY PCC
NOTES AS LOCATED ON SITE PLAN

PROJECT NAME BAY HARBOR SEAWALL REPLACEMENT
PROJECT LOCATION W BAY HARBOR DR & KANE CONCOURSE
GROUND ELEVATION HOLE SIZE 3 inches
GROUND WATER LEVELS:
AT TIME OF DRILLING 2.75 ft
AT END OF DRILLING ---
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	▲ SPT N VALUE ▲ 20 40 60 80 PL MC LL 20 40 60 80 ☐ FINES CONTENT (%) ☐ 20 40 60 80
0		Lt. Brown to Brown LIMESTONE FRAGMENTS	SS S-1	2-1-1-WOH (2)	
		Lt. Brown SAND w/Trace of Silt			
		Gray SAND with Some to Trace Peat	SS S-2	2-1-1-2 (2)	
5			SS S-3	9-9-8-3 (17)	
		Gray to Lt. Brown SAND w/Trace of Limestone and Silt	SS S-4	1-WOH-1-WOH (1)	
			SS S-5	1-0-9-25 (9)	
10					
		Lt. Brown to Gray LIMESTONE	SS S-6	21-22-16-20 (38)	
15					
			SS S-7	24-16-14-11 (30)	
20					
			SS S-8	8-7-9-5 (16)	
25					
			SS S-9	6-5-4-5 (9)	
30					

(Continued Next Page)

BORING NUMBER B-1
PAGE 2 OF 2

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Pan Geo Consultants
8258 W SR 84
Davie, FL 33324
Telephone: +1(954) 200-4019

CLIENT CHEN MOORE AND ASSOCIATES
PROJECT NUMBER CMA1122

PROJECT NAME BAY HARBOR SEAWALL REPLACEMENT
PROJECT LOCATION W BAY HARBOR DR & KANE CONCOURSE

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	▲ SPT N VALUE ▲ 20 40 60 80 PL MC LL 20 40 60 80 ☐ FINES CONTENT (%) ☐ 20 40 60 80
30		Lt. Brown to Gray LIMESTONE *(continued)*			
		Gray to Lt. Gray LIMESTONE	SS S-10	50/2" (100+)	
35			SS S-11	50/3" (100+)	
40					
			SS S-12	16-13-17-11 (30)	
45		Lt. Gray SAND			
		Gray to Lt. Brown LIMESTONE w/Trace of Sand	SS S-13	50/5" (100+)	
50					
			SS S-14	48-50/3" (100+)	
55					
			SS S-15	50/2" (100+)	
60					

Bottom of borehole at 60.0 feet.

Leonard A Barrera Allen
2023-06-30 15:20:17

GEOTECHNICAL REPORT BY PANGEO CONSULTANTS, DATED 11/02/22. SHOWN HERE FOR INFORMATIONAL PURPOSES ONLY.

PROJECT:
SEAWALL REPLACEMENT PROJECT FOR THE TOWN OF BAY HARBOR ISLANDS

ADDRESS:
9600 W. BAY HARBOR DR.
BAY HARBOR ISLANDS, MIAMI, FL.

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LEONARD BARRERA ALLEN, P.E. #90872

ISSUE	DATE	CONSTRUCTION DRAWINGS SUBMISSION / REVISION
	06/30/2023	

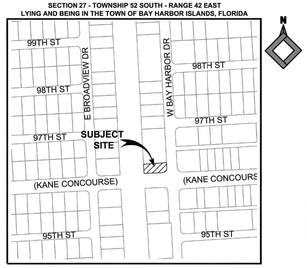
CC PROJECT NO:	57002
DRAWN	SV
CHECKED	KC
SCALE	AS SHOWN

SHEET TITLE
GEOTECHNICAL REPORT

SHEET 3 OF 8
CM-1.2

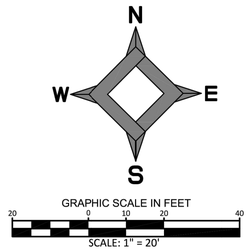
J:\Projects\57002 9600 W Bay Harbor Dr\03 - Drawings\Construction\Working\57002 - 9600 W Bay Harbor Dr.dwg

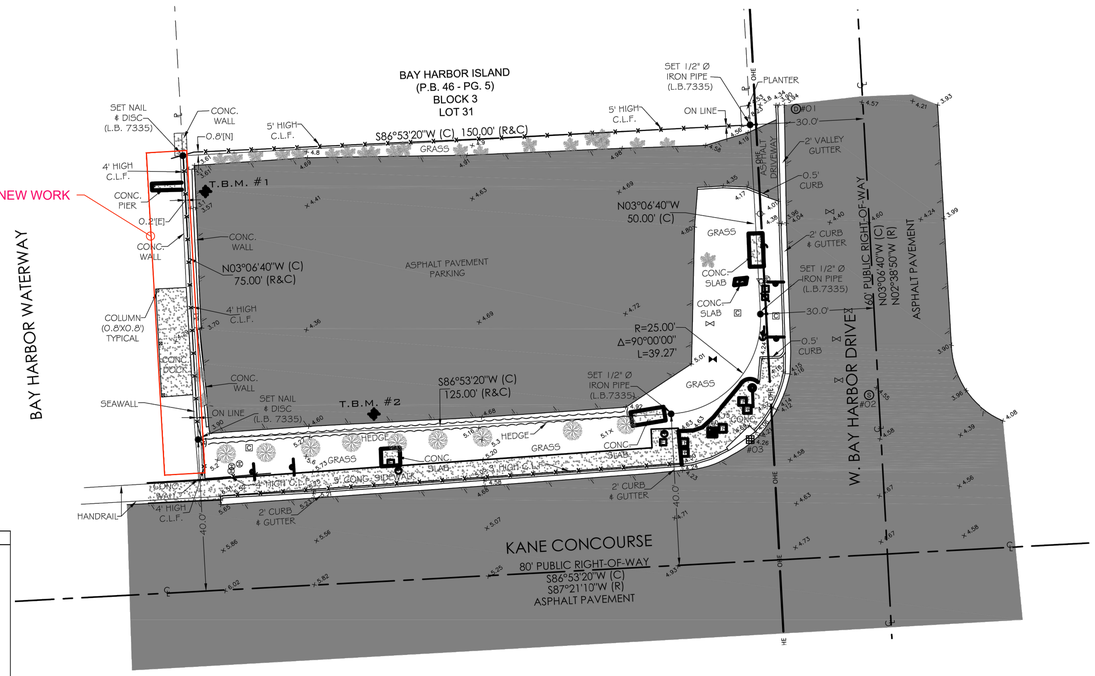
MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY



LOCATION MAP
(NOT TO SCALE)

RER - NATURAL RESOURCES DIVISION
PRELIMINARY APPROVAL
NAME Ashley Dominguez
DATE 07/05/2023





LEGEND AND ABBREVIATIONS

- PALM TREE
- TREE
- TEMPORARY SITE BENCHMARK
- BACK FLOW PREVENTER
- WATER VALVE
- PG. = PAGE
- LB = LICENSE BUSINESS
- OHE = EXISTING OVERHEAD
- R/W = RIGHT-OF-WAY
- P.B. = PLAT BOOK
- ℄ = CENTERLINE
- P = PROPERTY LINE
- IRRIGATION VALVE
- FIRE HYDRANT
- STORM MANHOLE
- COMMUNICATION BOX
- SIGN
- CONCRETE LIGHT POLE
- ELECTRIC BOX
- TRAFFIC SIGNAL BOX
- PEDESTRIAN SIGNAL
- TRAFFIC SIGNAL MAST ARM
- GUY ANCHOR
- CATCH BASIN
- SANITARY MANHOLE

ASPHALT | CONCRETE

TEMPORARY BENCHMARK / CONTROL POINT TABLE

NAME	NORTHING	EASTING	POINT ELEVATION	DESCRIPTION
T.B.M. #1	565,526.976'	940,953.162'	3.81'	SET MAG NAIL & DISC (L.B. 7335)
T.B.M. #2	565,468.264'	940,997.566'	4.76'	SET MAG NAIL & DISC (L.B. 7335)

STRUCTURES TABLE

NUMBER	STRUCTURE	RIM ELEVATION	DIRECTION	TYPE	SIZE	INVERT	BOTTOM ELEVATION	SEDIMENT ELEVATION	NOTE
1	SANITARY MANHOLE	4.05'	N	RCP	18"	-0.50'	-2.55'		FULL OF WATER
			W	BAFFLE					
2	SANITARY MANHOLE	4.58'	N	C.I.P.P.LINER	12"	-0.70'			
			S1	C.I.P.P.LINER	8"	-0.52'			
			S2	C.I.P.P.LINER	6"	1.18'			
			S3	C.I.P.P.LINER	6"	1.13'			
3	CURB INLET	4.06'	W	RCP	15"	-0.27'	-1.29'		FULL OF WATER

LEGAL DESCRIPTION:

LOT 32, BLOCK 3 OF "BAY HARBOR ISLAND', ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF MIAMI-DADE COUNTY PUBLIC RECORDS, FLORIDA.

SURVEYOR'S NOTES:

DATE OF FIELD SURVEY:

The date of completion of the original field Survey was on May 25, 2022.

PROPERTY INFORMATION:

Property Address: 9600 West Bay Harbor Drive Bay Harbor Islands, FL 33154
Folio No.: 13-2227-001-0790

Containing 10,938 sq. ft. or 0.25 acres, more or less, by calculations.

ACCURACY:

The accuracy obtained by field measurement methods and office calculations of closed geometric figures meets and exceeds the Standards of Practice requirement for Suburban Area (Linear: 1 foot in 7,500 feet).

The elevations as shown are based on a closed level run between the two benchmarks noted on this survey.

The Vertical Accuracy obtained on this "Boundary and Topographic Survey" exceeds the calculated value of closure in feet of plus or minus 0.05 feet times the square root of the distance in miles a commonly value accepted in the construction and surveying industry.

Elevations of well identified features as depicted on the Survey Map were measured to an estimated vertical position accuracy of 1/100 of a foot on hard surfaces and 1/10 of a foot on ground surfaces.

Well identified features as depicted on the Survey Map were measured to an estimated horizontal position accuracy of 1/10 of a foot.

This Map of Survey is intended to be displayed at a scale of One inch equals Twenty feet or smaller.

DATA SOURCES USED FOR SURVEY:

North arrow and bearings as shown hereon are based upon the Centerline of Kane Concourse with an assumed bearing of S86°53'20"W, said line to be considered a well established and monumented line.

This project area appears to be located in Flood Zone "AE", with a Base Flood Elevation being "8 Feet", as per Federal Emergency Management Agency (FEMA) Community-Panel Number 120637 (Town of Bay Harbor Islands), Map No. 12086C0144, Suffix L, Map Revised Date: September 11, 2009.

For Vertical Control:

All elevations shown hereon are based on the National Geodetic Vertical Datum of 1929 (N.G.V.D. '29), and Benchmark(s) supplied by the Public Works and Waste Management Department of Miami-Dade County, Florida.

Benchmark: R-243 Elevation: +6.61' (N.G.V.D. '29)
Loc1----------96 ST (KANE CONCOURSE) --- 5' NORTH OF NORTH CURB LINE
Loc2----------E BROADVIEW DRIVE --- 150'+- EAST OF C/L
DESCRIPTION: US C & G BRASS DISC IN TOP OF GUARD RAIL BASE AT NW CORNER OF BRIDGE OVER BAY HARBOR WATERWAY.

Benchmark: S-243 Elevation: +11.77' (N.G.V.D. '29)
Loc1----------96 ST (KANE CONCOURSE)--- 5.5' SOUTH OF SOUTH CURB
Loc2----------BAY DRIVE --- 225'+- WEST OF INTERSECTION
DESCRIPTION: US C & G BRASS DISC IN SIDEWALK AT SE CORNER OF BRIDGE OVER INDIAN CREEK.

Plat of "BAY HARBOR ISLAND" according to the Plat thereof as recorded in Plat Book 46 at Page 5 of the Public Records of Miami-Dade County, Florida.

Special Warranty Deed recorded on May 31, 1994, in Official Records Book or Deed Book 16381 at Page 3727 of the Public Records of Miami-Dade County, Florida.

LIMITATIONS:

Since no other information were furnished other than that is cited under data sources, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map that may be found in the Public Records of Miami-Dade County.

The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual that may appear on the Public Records of this County.

No excavation or determination was made as to how the Subject Property is served by utilities.

No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown hereon.

PURPOSE OF SURVEY:

The purpose of this survey is for design.

CLIENT INFORMATION:

This Boundary and Topographic Survey was prepared at the insistence of and certified to:

-Town of Bay Harbor Islands

SURVEYOR'S CERTIFICATE:

I hereby certify; That this "Boundary and Topographic Survey" and the Survey Map consisting of two sheets was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Boundary and Topographic Survey" meets the intent of the applicable provisions of the Standards of Practice for Land Surveying in the State of Florida, pursuant to Rule 5J-17 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

Eduardo M. Suarez, PSM
Professional Surveyor and Mapper LS6313
State of Florida

NOTICE: Not valid without the digital signature and seal and/or the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions and deletions to this map of Survey by other than the signing party are prohibited without the written consent of the signing party.

BOUNDARY AND TOPOGRAPHICAL SURVEY BY LONGITUDE SURVEYORS, DATED 11/08/22. SHOWN HERE FOR INFORMATIONAL PURPOSES ONLY.

LONGITUDE SURVEYORS
7769 NW 48th STREET
SUITE 375
DORAL, FLORIDA
33166
PH: (305) 463-0912
FAX: (305) 513-5680
FLORIDA CERTIFICATE OF AUTHORIZATION
LB 7335
WWW.LONGITUDESURVEYORS.COM

RECORD OF REVISION

No.:	Date:	Description	By:
1	11/08/22	Add Bathymetric Survey	JG

Project Name: **BAY HARBOR ISLANDS**
9600 West Bay Harbor Drive, Bay Harbor Islands, FL 33154

Type of Project: **BOUNDARY/TOPOGRAPHIC SURVEY**

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062, F.A.C.

Leonard A Barrera Allen
2023-06-30 15:20:59

Scale:	AS SHOWN
Drawn By:	JC
Checked By:	EMS
Managed By:	DR
Date:	Nov 14, 2022
Project No.:	22129.1.01

Sheet 1 of 2

PROJECT:
SEAWALL REPLACEMENT PROJECT FOR THE TOWN OF BAY HARBOR ISLANDS

ADDRESS:
9600 W. BAY HARBOR DR.
BAY HARBOR ISLANDS, MIAMI, FL.

CLIENT:
CHEN MOORE AND ASSOC.

ADDRESS:
3150 SW 38th AVE. STE. 950
MIAMI, FLORIDA 33146

ENGINEER:
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201 ALHAMBRA CIRCLE, SUITE 601
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LEONARD BARRERA ALLEN, P.E. #90872

ISSUE	DATE
CONSTRUCTION DRAWINGS SUBMISSION / REVISION	06/30/2023

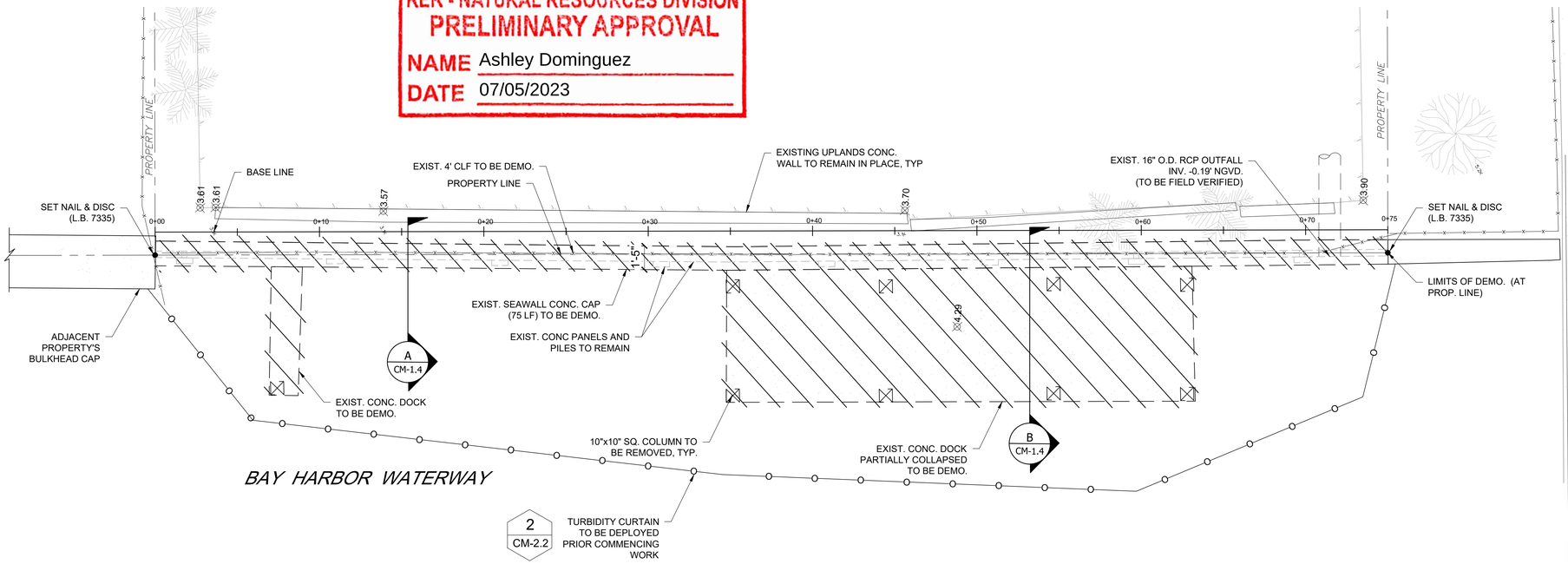
CC PROJECT NO:	57002
DRAWN	SV
CHECKED	KC
SCALE	AS SHOWN

SHEET TITLE
SURVEY/ EXISTING CONDITIONS

SHEET 4 OF 8
CM-1.3

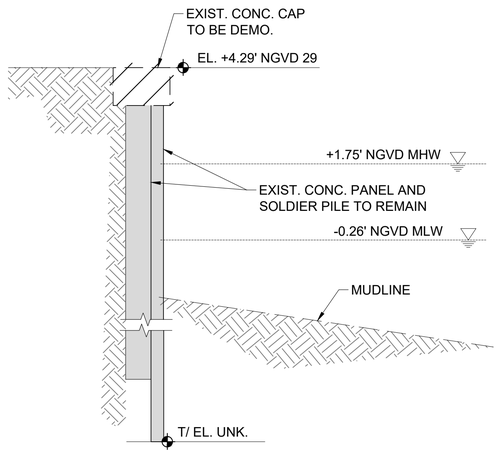
J:\Projects\57002 9600 W Bay Harbor Dr\03 - Drawings\Construction\Working\57002- 9600 W Bay Harbor Dr.dwg

RER - NATURAL RESOURCES DIVISION
PRELIMINARY APPROVAL
NAME Ashley Dominguez
DATE 07/05/2023

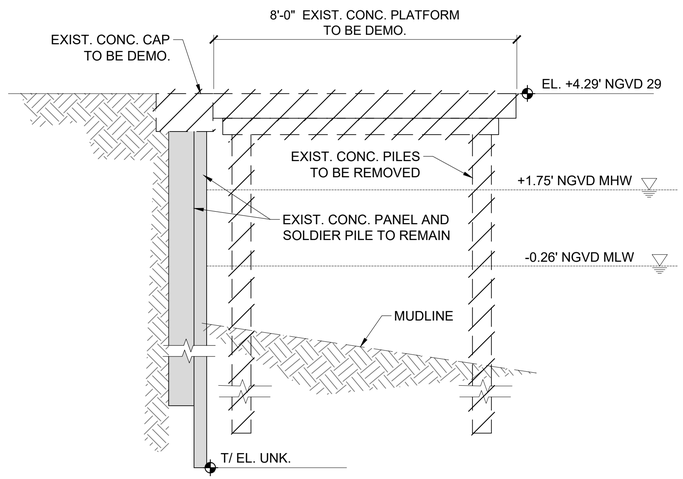


DEMOLITION PLAN 1 CM-1.4
SCALE: 22x34: 1" = 4'
11x17: 1" = 8'

0 4 8
GRAPHIC SCALE
(22X34) 1" = X'
(11X17) 1" = X'



EXISTING SECTION A CM-1.4
SCALE: 22x34: 1" = 2'
11x17: 1" = 4'



EXISTING SECTION B CM-1.4
SCALE: 22x34: 1" = 2'
11x17: 1" = 4'

DEMOLITION QUANTITIES

BULKHEAD & CAP:	APPROX. 75 LF
CONCRETE DOCK:	246 S.F.

Leonard A Barrera Allen 2023-06-30 15:22:48

PROJECT:
SEAWALL REPLACEMENT PROJECT FOR THE TOWN OF BAY HARBOR ISLANDS

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CHEN MOORE AND ASSOC.

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SEAL:
LEONARD BARRERA ALLEN LICENSE No. 90872 STATE OF FLORIDA PROFESSIONAL ENGINEER

LEONARD BARRERA ALLEN, P.E. #90872

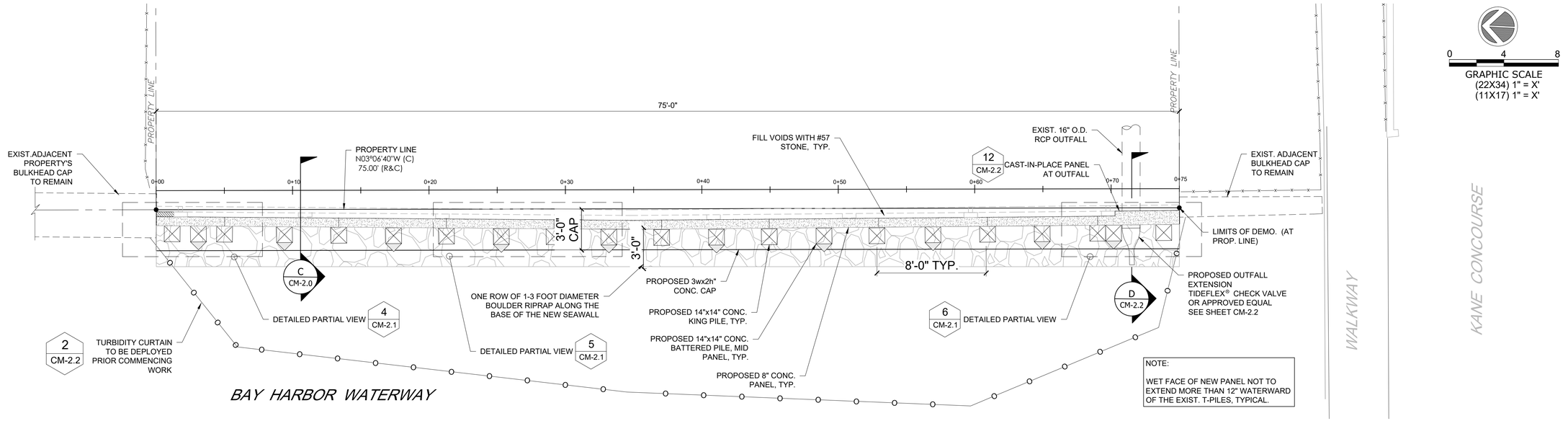
ISSUE	DATE	SUBMISSION / REVISION
	06/30/2023	CONSTRUCTION DRAWINGS

CC PROJECT NO:	57002
DRAWN	SV
CHECKED	KC
SCALE	AS SHOWN

SHEET TITLE
DEMOLITION PLAN & SECTIONS

SHEET 5 OF 8
CM-1.4

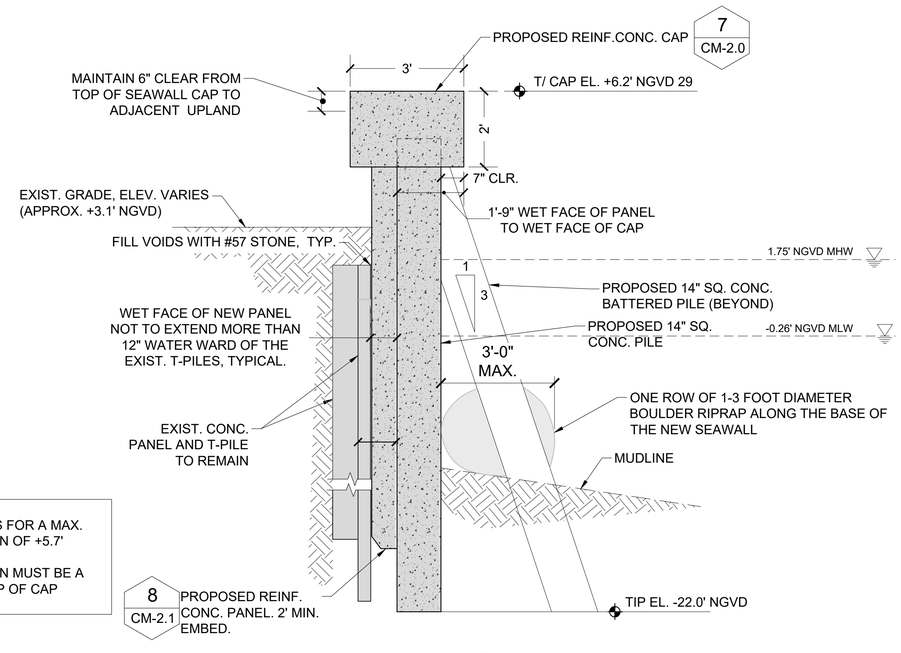
J:\Projects\57002 9600 W Bay Harbor Dr\03 - Drawings\Construction\Working\57002- 9600 W Bay Harbor Dr.dwg



PROPOSED PLAN 3 CM-2.0
SCALE: 22x34: 1" = 4'
11x17: 1" = 8'

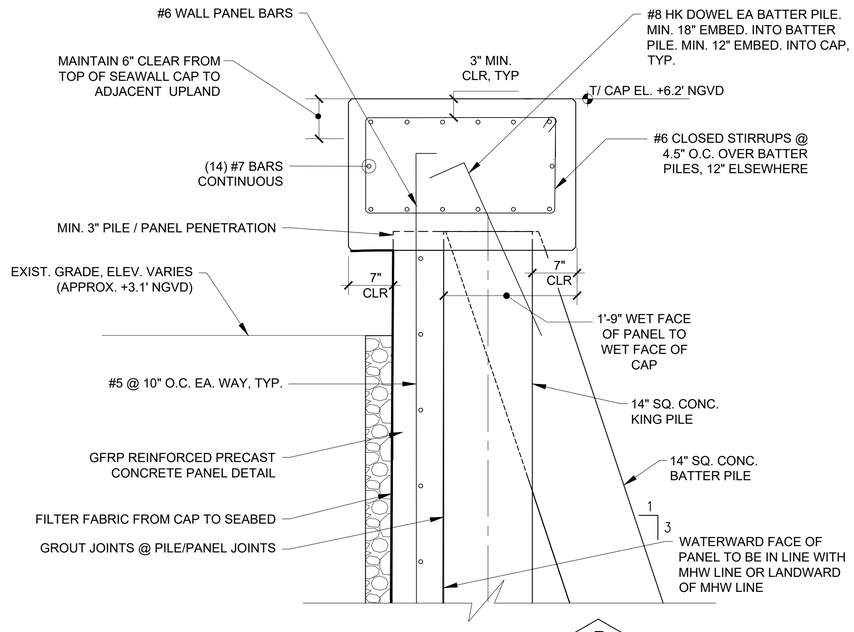
PROPOSED QUANTITY TABLE		
ITEM	QUANTITY	UNIT
CONCRETE CAP	75	LF
CONCRETE PANELS	10	EA
BATTERED PILES	10	EA
KING PILES	11	EA
RIPRAP ON SITE	19	CY

RER - NATURAL RESOURCES DIVISION
PRELIMINARY APPROVAL
NAME Ashley Dominguez
DATE 07/05/2023



NOTES:
1. SEAWALL DESIGN ALLOWS FOR A MAX. UPLAND GRADE ELEVATION OF +5.7' NGVD.
2. UPLAND GRADE ELEVATION MUST BE A MIN. OF 6" BELOW THE TOP OF CAP ELEVATION.

PROPOSED SECTION C CM-2.0
SCALE: 22x34: 1" = 2'
11x17: 1" = 4'



BULKHEAD GFRP REINF. DETAIL 7 CM-2.0
SCALE: 22x34: 1" = 1'
11x17: 1" = 2'

Leonard A Barrera Allen
2023-06-30 15:24:04

GRAPHIC SCALE
0 4 8
(22X34) 1" = X'
(11X17) 1" = X'

PROJECT:
SEAWALL REPLACEMENT PROJECT FOR THE TOWN OF BAY HARBOR ISLANDS

ADDRESS:
9600 W. BAY HARBOR DR.
BAY HARBOR ISLANDS, MIAMI, FL.

CLIENT:
CHEN MOORE AND ASSOC.

ADDRESS:
3150 SW 38th AVE. STE. 950
MIAMI, FLORIDA 33146

ENGINEER:
CUMMINS CEDERBERG
COASTAL & MARINE ENGINEERING
201 ALHAMBRA CIRCLE, SUITE 601
CORAL GABLES, FL 33134
TEL: +1 305 741-6155 FAX: +1 305-974-1969
WWW.CUMMINSCEDERBERG.COM
COA # 29062

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SHEET TITLE
PROPOSED PLAN & SECTIONS

SHEET 6 OF 8
CM-2.0

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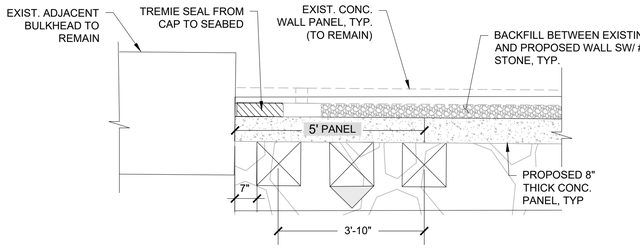
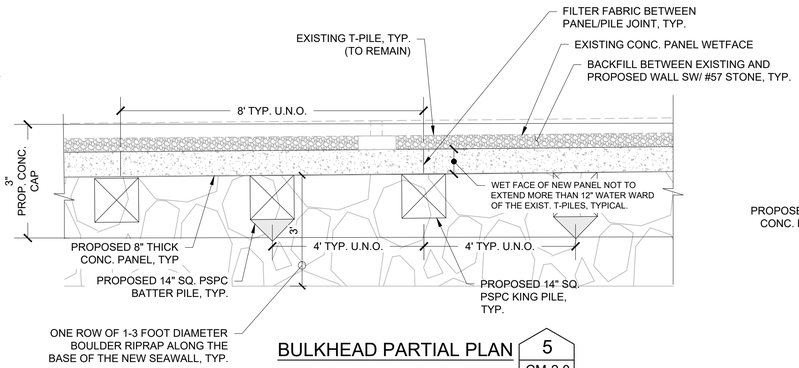


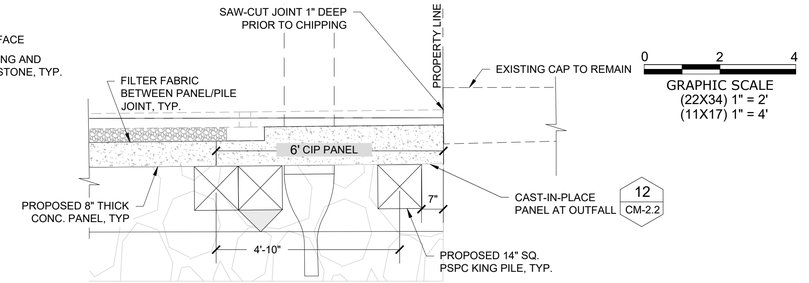
NORTH TERMINATION DETAIL 4 / CM-2.0

SCALE: 22x34: 1" = 2'
11x17: 1" = 4'



BULKHEAD PARTIAL PLAN 5 / CM-2.0

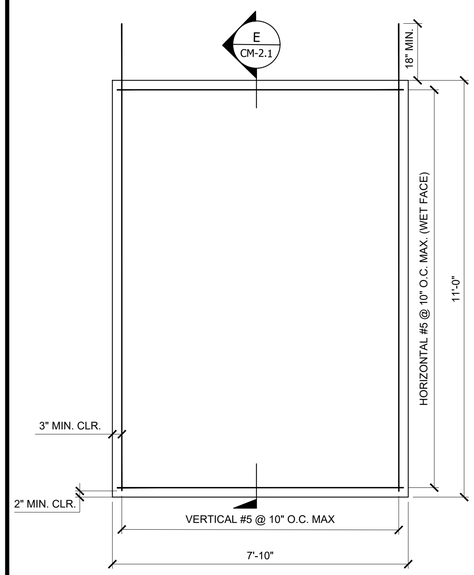
SCALE: 22x34: 1" = 2'
11x17: 1" = 4'

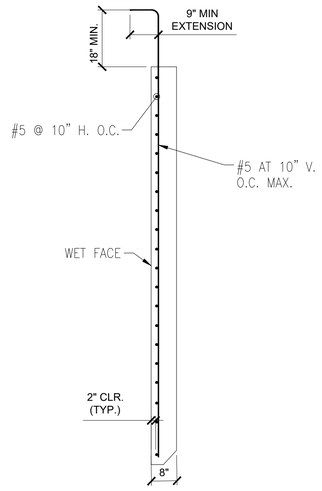


SOUTH TERMINATION DETAIL 6 / CM-2.0

SCALE: 22x34: 1" = 2'
11x17: 1" = 4'

0 2 4
GRAPHIC SCALE
(22X34) 1" = 2'
(11X17) 1" = 4'

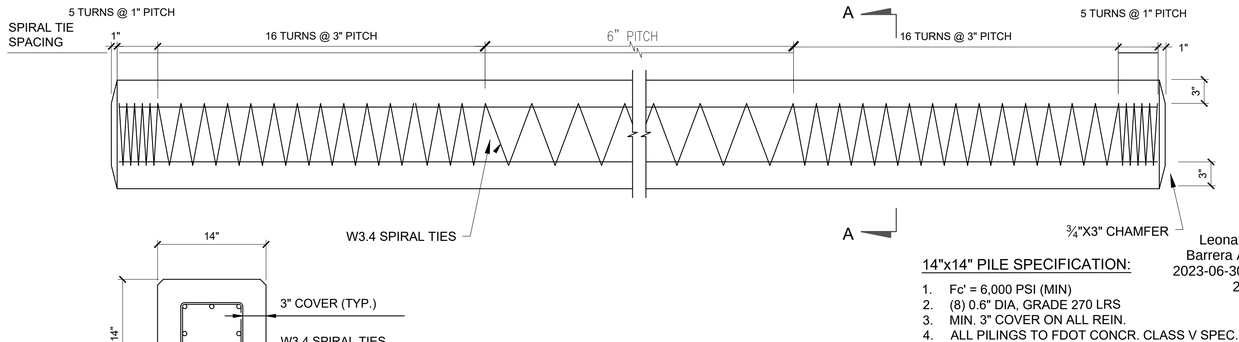




CROSS SECTION E / CM-2.1

GFRP REINFORCED PRECAST CONCRETE PANEL DETAIL 8 / CM-2.0

SCALE: 1" = 2" (22x34)



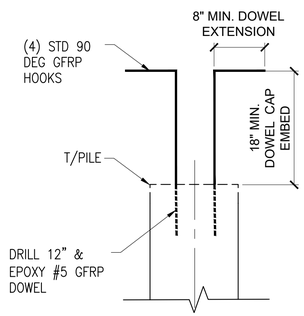
SECTION A-A

14" CONCRETE PILE DETAIL 9 / CM-2.1

SCALE: 1" = 2" (22x34)

14"x14" PILE SPECIFICATION:

1. Fc' = 6,000 PSI (MIN)
2. (8) 0.6" DIA, GRADE 270 LRS
3. MIN. 3" COVER ON ALL REIN.
4. ALL PILINGS TO FDOT CONCR. CLASS V SPEC.
5. CONTRACTOR TO MAINTAIN PILE LOGS. LOGS SHALL BE SUBMITTED TO ENGINEER FOR PILE CAPACITY REVIEW.
6. PILES SHALL BE FROM A FDOT CERTIFIED FACILITY OF PRESTRESSED CONCRETE PRODUCTS.



PILE DOWEL EMBED. DETAIL 10 / CM-2.1

SCALE: 1" = 1" (22x34)

RER - NATURAL RESOURCES DIVISION
PRELIMINARY APPROVAL
NAME Ashley Dominguez
DATE 07/05/2023

PROJECT:
SEAWALL REPLACEMENT PROJECT FOR THE TOWN OF BAY HARBOR ISLANDS

ADDRESS:
9600 W. BAY HARBOR DR.
BAY HARBOR ISLANDS, MIAMI, FL.

CLIENT:
CHEN MOORE AND ASSOC.

ADDRESS:
3150 SW 38th AVE. STE. 950
MIAMI, FLORIDA 33146

ENGINEER:
CUMMINS CEDERBERG
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201 ALHAMBRA CIRCLE, SUITE 601
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TEL: +1 305 741-6155 FAX: +1 305-974-1969
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COA # 29062

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Leonard A Barrera Allen 2023-06-30 15:26:02

LEONARD BARRERA ALLEN, P.E. #90872

ISSUE	DATE
CONSTRUCTION DRAWINGS SUBMISSION / REVISION	06/30/2023

CC PROJECT NO:	57002
DRAWN	SV
CHECKED	KC
SCALE	AS SHOWN

SHEET TITLE
PARTIAL PLANS & DETAILS

SHEET 7 OF 8
CM-2.1

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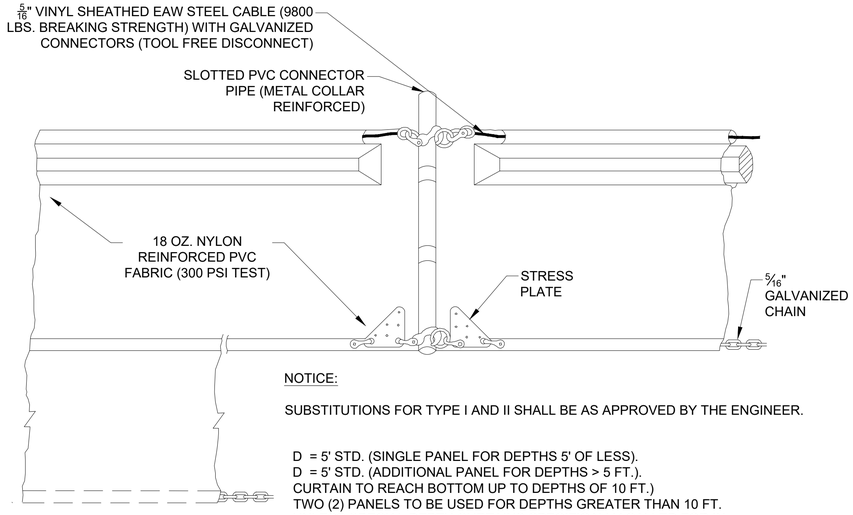
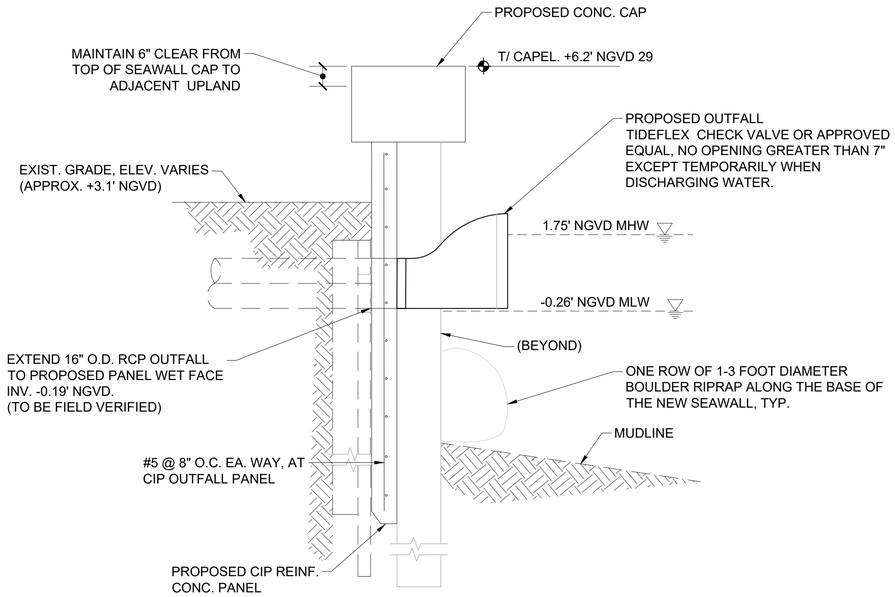


2 / CM-1.4 FLOATING TURBIDITY CURTAIN DETAIL

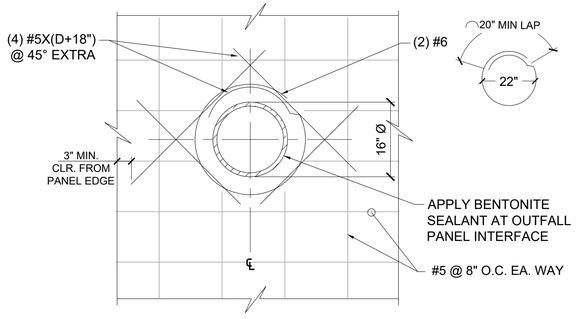
N.T.S.



PROPOSED SECTION @ OUTFALL — D / CM-2.0

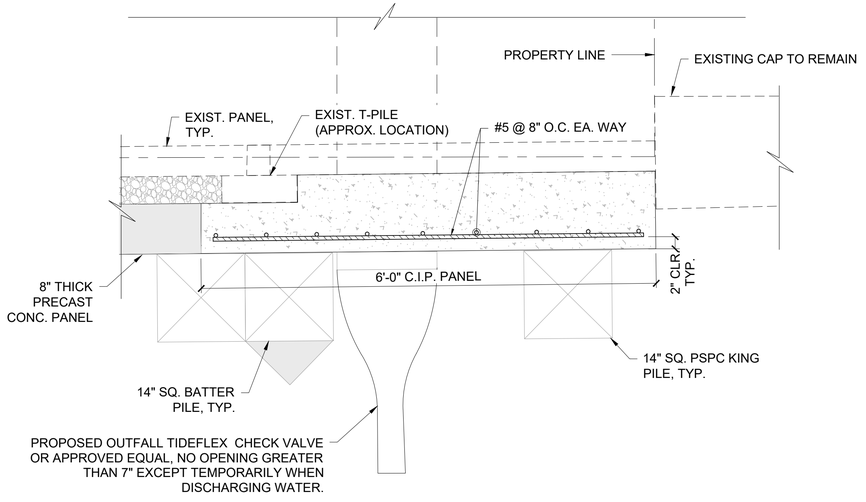
SCALE: 22x34: 1" = 2'
11x17: 1" = 4'

RER - NATURAL RESOURCES DIVISION
PRELIMINARY APPROVAL
NAME Ashley Dominguez
DATE 07/05/2023



11 / CM-2.2 PIPE PENETRATION DETAIL

N.T.S.



12 / CM-2.2 C.I.P. CONC. PANEL @ OUTFALL DETAIL

SCALE: 22x34: 1" = 1'
11x17: 1" = 2'

Leonard A Barrera Allen 2023-06-30 15:27:15

PROJECT:
SEAWALL REPLACEMENT PROJECT FOR THE TOWN OF BAY HARBOR ISLANDS

ADDRESS:
9600 W. BAY HARBOR DR.
BAY HARBOR ISLANDS, MIAMI, FL.

CLIENT:
CHEN MOORE AND ASSOC.

ADDRESS:
3150 SW 38th AVE. STE. 950
MIAMI, FLORIDA 33146

ENGINEER:
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CHECKED	KC
SCALE	AS SHOWN

SHEET TITLE
DETAILS & SECTIONS

SHEET 8 OF 8
CM-2.2

J:\Projects\57002 9600 W Bay Harbor Dr\03 - Drawings\Construction\Working\57002 - 9600 W Bay Harbor Dr.dwg

9600 W Bay Harbor Dr Existing Conditions

Project Information

Project Name: Seawall Replacement Project for Town of Bay Harbor Islands
Address: 9600 W Bay Harbor Dr, Bay Harbor Islands, Miami FL

Cummins | Cederberg
Miami ▪ Fort Lauderdale ▪ Jupiter ▪ St Petersburg ▪ Tallahassee
Phone: +1 305 741 6155 ▪ Fax: +1 305 974 1969
info@CumminsCederberg.com ▪ www.CumminsCederberg.com

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: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ FAX No.: _____ Email: _____

Check box if your firm qualifies for MBE / SBE / WBE **(section 1.09 of General Conditions)**:

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

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 City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars ($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

_____ _____

Name (printed) Signature

_____ _____

Date Title

Bid Form

Project Name: Seawall Replacement Project for the Town of Bay Harbor Islands

Project Address: 9600 W. Bay Harbor Dr., Bay Harbor Islands, FL 33154

Project Description

- Demolition:
  - Remove and dispose approximately (75) linear feet of existing seawall cap
  - Remove and dispose of existing partially collapsed concrete dock
  - Remove and dispose of existing concrete dock
  - Remove and dispose of chain link fence
- Installation:
  - Install approximately (75) linear feet of concrete seawall – concrete piles, wall panels and seawall cap
  - Install (1) outfall extension
- Site Restoration:
  - Clean-up and dispose of any/all construction debris, equipment, material, etc.

Basis of Bid

Bidder will complete the Work in accordance with the Plans for the following price(s):

1. General					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1.1	Obtain Building Permit (Does not include City Permit Fees)	LS	1	$	$
1.2	Mobilization/ Demobilization	LS	1	$	$
1.3	Standard Turbidity Containment (As Per Permit Requirements)	LS	1	$	$
			Sub Total - General	$	

2. Demolition					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
2.1	Removal & Disposal of Existing Seawall Cap (includes chain link fence attached to cap)	LF	75	$	$
2.2	Removal & Disposal of Existing Partially Collapsed Concrete Dock	LS	1	$	$
2.3	Removal & Disposal of Concrete Dock	LS	1	$	$
			Sub Total - Demolition	$	

3. Construction - Furnish & Install					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
3.1	14” Sq. Concrete King Pile (26-ft pile length)	EA	11	$	$
3.2	14” Sq. Concrete Batter Pile (26-ft pile length)	EA	10	$	$
3.3	Pre-Cast GFRP Reinforced 8” concrete panels with grout and filter fabric at joints	EA	9	$	$
3.4	Cast-in-Place GFRP Reinforced 8” concrete panel, at outfall location	EA	1	$	$
3.5	Tremie Seal at Seawall Terminations	LS	1	$	$
3.6	36” x 24” GFRP Reinforced Concrete cap (includes expansion joints and control joints per drawings)	LF	75	$	$
3.7	Backfill voids with #57 stone	CY	10	$	$
3.8	Rip rap, approx. 1 to 3-foot diameter boulders	CY	19	$	$
3.9	Install Outfall Extension Tideflex® Check Valve or Approved Equivalent	LS	1	$	$
			Sub Total - Construction - Furnish & Install	$	

4. Construction - Monitoring					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
4.1	Vibration Monitoring (for all days of pile driving)	LS	1	$	$
4.2	Pile Installation Logs (blows/ft, pile tip elev., etc.)	LS	1	$	$
4.3	Concrete sampling and testing (for each pour, no less than every 50 CY)	LS	1	$	$
			Sub Total - Construction - Monitoring	$	

5. Post-Construction					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
5.1	Site Restoration (Upland debris, materials, etc.)	LS	1	$	$
			Sub Total - Post-Construction	$	
			Total Bid	$	
6. Payment & Performance Bond					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
6.1	Payment & Performance Bond _____%	LS	1	$	$
			Sub Total - Payment & Performance Bond	$	

BID TOTAL shall include all labor, materials, equipment, overhead, profit, insurance, taxes and contingencies to complete the Project as per Plans entitled *"Seawall Replacement Project for the Town of Bay Harbor Islands"*. Bidder acknowledges estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Any revisions to the Plans subsequent to Bid submittal which constitute a Bid adjustment will be negotiated and agreed upon with the selected Contractor. Should an acceptable price adjustment not be agreeable to either party, an alternate Contractor may be selected.

Bidder Acknowledgement: _____
Initials

Time of Completion

Mobilization to the site after issuance of City Building Permit: _____
Calendar Days

Substantial Completion of the Work after mobilization to the site: _____
Calendar Days

Final Completion of the Work after mobilization to the site: _____
Calendar Days

Subcontractors

Bidder shall use the following subcontractors to complete the Work as applicable. Bidder shall specify which components the listed Subcontractor will be responsible for:

1. _____

_____

2. _____

_____

3. _____

_____

Provide 3 samples of Recent Projects and References of Similar Scope and Magnitude (include project, name of the project manager or contact person, phone number, email address, and cost of the project.

1. _____

_____

_____

2. _____

_____

_____

3. _____

_____

_____

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 _____

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:

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

NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Bay Harbor Islands, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Town of Bay Harbor Islands, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Town employees may not contract with the Town through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members (spouse, parents and children) are also prohibited from contracting with the Town subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment.

Name	Relationships
_____	_____
_____	_____

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

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

ITB-5-1009-PW-0-2023/FVR

Seawall Replacement Project BC-163

ADDENDUM NO. 1

ISSUED: August 14, 2023

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

1. Miami -Dade General Engineering Contractor license and Marine Contractor license will be approved for this project.

2. Questions:

Dear sirs, Is there 19 CY of rip-rap on site to use?

All the contractors that are pending to place a proposal for this contract must estimate all quantities or estimates of quantities are responsibility of the bidders. In specific reference to this item identified as 3.8 in the basis of bid it shows to be " Rip rap, approx. 1 to 3-foot of diameter boulders for the estimated amount of 19 CY." This only an estimate for comparison purposes.

Good morning, On plans its shows existing upland concrete to remain, at meeting they said it was to be demolished. does it stay or go?

Is new cap same EL as adjacent property bulkhead cap?

The construction documents on CM-1.4, demolition plan; detail A and detail B clearly indicate and specify the demolition to be performed.

ADDENDUM #1

Good Afternoon, Just one more question, Its shows on plans #6 bars for the stirrups, could this be a typo? the biggest bar they will bend is a #5

The stirrups bar size is not a typo. The proposed reinforced concrete design consists of GFRP bars; noted on General Notes - sheet 2 of 8. Per the AASHTO design manual, bends are allowed for up to #10 bars during manufacturing – field bending or straightening is not permitted. It is possible the contractor is assuming the proposed design is for steel reinforcement, otherwise please provide the GFRP manufacturer the contractor is proposing to use

Can the Bidder use a Miami Dade County General Engineering License as per the following Miami Dade County Code?

A Miami -Dade General Engineering Contractor is authorized to contract for, and take out permits for the work authorized by the scope of the general contractor license for this contract."

Dear Sirs, Good afternoon.

a)Are there any surveys required. (As-Built)?

b)Is contractor responsible to replace electrical?

c)Is contractor responsible to replace plumbing?

d)Is parking lot going to be replaced? And is it ok to drive heavy equipment on existing lot?

e)Is a Marine Contractor license OK for this project?

a)This is part of the specifications general conditions and is addressed in GC – 18.

b)This is part of the specifications general conditions and is addressed in GC – 20.

c)This is part of the specifications general conditions and is addressed in GC – 20.

d)This is addressed in the plans general note 1.3.

e)A contractor with a valid Marine Contractor License is authorized to contract and to take out permits for the work authorized by the scope of the for this contract.

Fausto Vargas
Procurement Officer

Company Name:_____
(please print)

Bidder's Signature: _____

Date:_____

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AN ADDENDUM TO AGREEMENTS WITH CHEN MOORE AND ASSOCIATES AND V ENGINEERING CORP. FOR THE REPLACEMENT OF THE SEAWALL AT 9600 W. BAY HARBOR DRIVE, TO INCORPORATE PROVISIONS REQUIRED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO ENSURE ELIGIBILITY FOR REIMBURSEMENT OF PROJECT EXPENDITURES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Town entered into an Agreement for Professional Services and Scope of Services (the "Consultant Agreement") with Chen Moore and Associates (the "Consultant") to provide civil engineering services for the replacement of the seawall at 9600 W. Bay Harbor Drive (the "Project"); and

WHEREAS, the Town entered into a Construction Agreement (the "Construction Agreement") with V Engineering Corp. (the "Contractor") dated November 28, 2023 for the Contractor to construct the Project; and

WHEREAS, the Town and the Florida Department of Environmental Protection ("DEP") entered into a Grant Agreement effective October 24, 2022, pursuant to which the Town was awarded a grant of $255,000 for the design, permitting and construction of the Project (the "Grant"); and

WHEREAS, to ensure eligibility for the Grant, DEP is requiring that the Town amend the Consultant Agreement and the Construction Agreement in the form of Exhibit "A" - Attachment 8 – Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds; and

WHEREAS, the Consultant and the Contractor have indicated their willingness to enter into an addendum agreeing to said Exhibit "A";

WHEREAS, the Town Manager recommends that the Town approve entering into an addendum agreeing to Exhibit "A;" and

WHEREAS, the Town Council agrees with the Manager's recommendation, and believes that it is in the best interest of the Town to enter into addendums to the Consultant

Agreement and the Contractor Agreement agreeing to Exhibit "A."

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

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

Section 2. The Town is hereby authorized to enter into addendums to the Consultant Agreement and the Contractor Agreement, each agreeing to Exhibit "A" - Attachment 8 – Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds.

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 January, 2026.

_____
ISAAC SALVER, MAYOR

ATTEST:

_____
EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM:

_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.

Exhibit “A”

Attachment 8 – Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

The Department must obligate all funds from SLFRF by December 31, 2024, and all such obligated funds must be expended by December 31, 2026. As such, the Contractor must submit all invoices by September 30, 2026, unless approved in writing by the Department.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;
iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 12.

ITEM: Discussion and possible action to enter into a piggyback agreement from the Florida Sheriffs Association, Bid Item No. 115 Hydraulic Mini Excavator Bid Award Announcement (FSA23-EQU21.0) with Alta Equipment Company and with De Lage Landen Financial Services, d/b/a De Lage Landen Public Finance LLC for a purchase of a Compact Excavator. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:

Purpose:
The purpose of this memorandum is to request authorization for the Town of Bay Harbor Islands to utilize a cooperative purchasing agreement from the Florida Sheriffs Association, Bid Item No. 115 Hydraulic Mini Excavator Bid Award Announcement (FSA23-EQU21.0) with Alta Equipment Company and with De Lage Landen Financial Services, d/b/a De Lage Landen Public Finance LLC for a purchase of a Compact Excavator.

Background:
The Florida Sheriffs Association is a government cooperative purchasing program that offers competitively solicited contracts to public agencies. By utilizing the Florida Sheriffs Association contract with Alta Equipment Company, the Town may "piggyback" on this competitively bid agreement, ensuring compliance with procurement requirements while achieving cost savings and operational efficiency.

Discussion:
The Town of Bay Harbor currently relies on rented equipment or external contractors to perform repairs throughout the town. Purchasing a mini excavator would enable the Public Works Department to complete repairs and respond to emergency breaks in-house, resulting in improved efficiency and cost savings for the Town.

By piggybacking off this existing contract, the Town will avoid the time and expense of conducting a separate solicitation process while benefiting from competitively negotiated pricing and service terms already established by the Florida Sheriffs Association.

RECOMMENDED ACTION:

Recommendation:

Florida Sheriffs Association, Bid Item No. 115 Hydraulic Mini Excavator Bid Award Announcement (FSA23-EQU21.0) with Alta Equipment Company and with De Lage Landen Financial Services, d/b/a De Lage Landen Public Finance LLC for a purchase of a compact excavator.

It is recommended that the Town Council authorize the Town Manager to enter into an agreement with Alta Equipment Company and with De Lage Landen Financial Services, d/b/a De Lage Landen Public Finance, LLC for the purchase of a compact excavator by piggybacking off the Florida Sheriffs Association, Bid Item No. 115 Hydraulic Mini Excavator Bid Award Announcement (FSA23-EQU21.0).

FINANCIAL ANALYSIS:
GL Line Item Number: 402.5350.400064.000
Total Amount Budgeted: $12,000
Activity Amount: 0
Balance Remaining: $12,000

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Alta--Town of Bay Harbor Islands (FL) (10-31-25)
2.	Town of Bay Harbor Islands Takeuchi TB240R FSA Contract Quote 10.29.25 (Open Canopy)
3.	BHI Resolution Alta(63507899.2)
4.	01092026164503-0001

De Lage Landen Public Finance LLC
1111 Old Eagle School Road
Wayne, PA 19087
Tel: 610-386-5000
Fax: 610-386-5840
www.delagelanden.com

Proposal for Tax Exempt Lease Purchase Financing

Date: **October 31, 2025**

Customer: **Town of Bay Harbor Islands, Florida**

The following is a proposal for financing for Town of Bay Harbor Islands, Florida ("Borrower") regarding the equipment described herein ("Equipment") by De Lage Landen Financial Services, dba De Lage Landen Public Finance LLC ("DLL") for discussion purposes only. ***This proposal is an indication of interest regarding a possible financing transaction on the general terms and conditions outlined herein and should not be construed as a commitment.***

Basic Financing Structure

- This is a finance/ownership contract. $1.00 purchase option at contract end.
- Title to the equipment must be in the name of the Borrower.
- Fixed interest rate for the term of the contract.
- Financing does not include service and maintenance.
- Cancellation for convenience or vendor non-performance is not permitted.

Equipment: **Takeuchi TB240R Compact Excavator (Open Canopy)**
Vendor: **Alta Equipment Company**

Transaction Overview

Amount Financed: $52,500.00
Payment Structure: Monthly payments, in arrears
First Payment Due: 30 days after commencement

Summary of Financing Options

Term:	36 Months	60 Months
Promotional Interest Rate:	0.00%	2.99%
Payment Factor:	0.027778	0.017964
Payment Amount:	$1,458.35	$943.11
Number of Payments:	36	60

Interest Rate Lock: The interest rates, payment factors, and payment amounts noted above are provided as indications only and may need to be revised prior to closing. In the event market interest rates increase prior to the date of closing (which causes an increase in DLL's cost of funds), the interest rate shall be indexed as per the paragraph below.

Interest Rate Indexing: The final fixed interest rate will be determined ten (10) days prior to closing. The interest rate will be indexed to the Securities Industry and Financial Markets Association Swap/Ask Index ("SIFMA Swap Ask Yield").

General Terms and Conditions

- This proposal is subject to credit approval. Satisfactory essential use questionnaire required.
- Interest rates are subject to indexation prior to documentation and funding, as described herein.
- The interest rate indications provided herein are based upon the stated assumed transaction size. If the transaction size changes by more than 25%, DLL reserves the right to adjust the interest rates being offered.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986
- Failure to consummate this transaction once credit approval is granted and the financing documents are drafted and delivered to Borrower may result in a documentation fee being assessed.
- All financing is subject to verification that all costs are eligible for inclusion in tax-exempt financing.
- Any proceeds used to pay off an existing lease or lease purchase agreement must be done via direct payment to the existing leasing company or finance company and based upon a written buyout quote.
- If state sales tax is applicable to the sale of the Equipment to the Borrower, such tax is explicitly **NOT** the responsibility of DLL.
- Either DLL or Borrower may terminate discussions at any time in its sole discretion.
- If made, an approval by DLL would be in a separate writing and would be subject to legal and business due diligence and credit review, with results satisfactory to DLL, in its sole discretion.
- Borrower acknowledges that the terms of the financing (if approved) may change before the parties execute final documentation.
- No financing terms will be binding on either party until Borrower and DLL sign definitive documentation.
- This Letter is not a statement of all terms and conditions of the financing, which terms and conditions would be contained fully in final documentation and would supersede the terms of this Letter.
- This Letter is intended for the use of the Borrower only. No other party may derive any rights here from.
- This Letter is valid for acceptance within 60 days and thereafter shall automatically be deemed to be null and void.

Notwithstanding anything to the contrary, including, without limit, acceptance by Borrower, this Letter is an indication of interest regarding a possible arm's length financing transaction on the general terms and conditions outlined herein and should not be construed as a commitment to finance. The proposal contained herein consists solely of the terms under which DLL may be willing to enter into a transaction with Borrower for DLL's own account. DLL expresses no opinion and makes no representation regarding what leasing or financing alternative is best suited for Borrower. DLL is not providing advice or recommendations with respect to the proposed transaction and has no fiduciary duty to Borrower. Borrower is encouraged to retain its own advisor.

Thank you for the opportunity to present this proposal and for your thoughtful consideration.

De Lage Landen Financial Services

36-285300361+0
60-317300372+0

Quote for a Takeuchi TB240R Compact Excavator
to the Town of Bay Harbor Islands

ALTA EQUIPMENT COMPANY

Pricing from FL Sheriffs Assoc. Bid Item #115 Hydraulic Mini Excavator
Bid Award Announcement (FSA23-EQU21.0)

			FSA Bid Selling Price
Standard FSA Base Price	TB240R	Takeuchi TB240R Compact Excavator (Open Canopy)	$54,075
Standard FSA Base Price	~	EPA Tier 4 Engine	
Standard FSA Base Price	~	Dual Element Air Cleaner	
Standard FSA Base Price	~	Automatic Idle	
Standard FSA Base Price	~	Multi Informational Display	
Standard FSA Base Price	~	12 Volt System with 40 Amp Alternator	
Standard FSA Base Price	~	Variable Displacement Axial Piston Pump	
Standard FSA Base Price	~	Deluxe High Back Suspension Seat with Adjustable Arm	
Standard FSA Base Price	~	Pattern Control Changer	
Standard FSA Base Price	~	2" Retractable Seat Belt	
Standard FSA Base Price	~	Work Lights: Boom and Side Halogen	
Standard FSA Base Price	~	Travel Alarm	
Standard FSA Base Price	~	Horn	
Standard FSA Base Price	~	Triple Flanged Track Rollers	
Standard FSA Base Price	~	2-Speed Travel	
Standard FSA Base Price	~	High Torque Planetary Final Drive	
Standard FSA Base Price	~	Heavy Duty Dozer Blade with Float	
Standard FSA Base Price	~	Large Wrap Around Counterweight	
Standard FSA Base Price	~	13.8" Rubber Tracks	
Standard FSA Base Price	~	Main Boom Cylinder Guard	
Standard FSA Base Price	BTB13518	18" General Purpose Bucket with Teeth, Pin On	Included
Municipal Discount	Takeuchi	Takeuchi Municipal Discount	-$1,575
		Total Florida Sheriffs Bid Selling Price for Takeuchi TB240R	$52,500

Note: FSA Selling Price for additional options not listed is 5% discount from the manufacturers list price.

Quote Prepared by: Kevin T. Gray - Alta Construction Equipment Florida Governmental Sales October 29, 2025
Cell: 813-391-8159 Email: kevin.gray@altg.com

RESOLUTION NO. ___

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE PURCHASE OF A COMPACT EXCAVATOR FROM ALTA EQUIPMENT COMPANY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to purchase a Takeuchi TB240R Compact Excavator (the "Equipment") from Alta Equipment Company ("Alta") through the Florida Sheriff's Association government cooperative purchasing program that offers competitively priced equipment such as the Equipment to public agencies; and

WHEREAS, the Town is authorized to purchase the Equipment 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 purchase price for the Equipment shall not exceed $52,500 and the purchase of the Equipment is evidenced by a quote from Alta dated October 29, 2025 (the "Quote") attached hereto as Exhibit "A" and made a part of this Resolution; and

WHEREAS, the Town Council hereby finds that the purchase of the Equipment from Alta in accordance with the Quote 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 Quote from Alta for the purchase of the Equipment, in substantially the form attached hereto as Exhibit A, is hereby accepted 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 14th day of January, 2026.

_____
ISAAC SALVER, MAYOR

ATTEST:

_____
EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM:

_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.

EXHIBIT "A"

Quote for a Takeuchi TB240R Compact Excavator to the Town of Bay Harbor Islands

ALTA EQUIPMENT COMPANY

Pricing from FL Sheriffs Assoc. Bid Item #115 Hydraulic Mini Excavator
Bid Award Announcement (FSA23-EQU21.0)

			FSA Bid Selling Price
Standard FSA Base Price	TB240R	Takeuchi TB240R Compact Excavator (Open Canopy)	$54,075
Standard FSA Base Price	~	EPA Tier 4 Engine	
Standard FSA Base Price	~	Dual Element Air Cleaner	
Standard FSA Base Price	~	Automatic Idle	
Standard FSA Base Price	~	Multi Informational Display	
Standard FSA Base Price	~	12 Volt System with 40 Amp Alternator	
Standard FSA Base Price	~	Variable Displacement Axial Piston Pump	
Standard FSA Base Price	~	Deluxe High Back Suspension Seat with Adjustable Arm	
Standard FSA Base Price	~	Pattern Control Changer	
Standard FSA Base Price	~	2" Retractable Seat Belt	
Standard FSA Base Price	~	Work Lights: Boom and Side Halogen	
Standard FSA Base Price	~	Travel Alarm	
Standard FSA Base Price	~	Horn	
Standard FSA Base Price	~	Triple Flanged Track Rollers	
Standard FSA Base Price	~	2-Speed Travel	
Standard FSA Base Price	~	High Torque Planetary Final Drive	
Standard FSA Base Price	~	Heavy Duty Dozer Blade with Float	
Standard FSA Base Price	~	Large Wrap Around Counterweight	
Standard FSA Base Price	~	13.8" Rubber Tracks	
Standard FSA Base Price	~	Main Boom Cylinder Guard	
Standard FSA Base Price	BTB13518	18" General Purpose Bucket with Teeth, Pin On	Included
Municipal Discount	Takeuchi	Takeuchi Municipal Discount	-$1,575
		Total Florida Sheriffs Bid Selling Price for Takeuchi TB240R	$52,500

Note: FSA Selling Price for additional options not listed is 5% discount from the manufacturers list price.

Quote Prepared by: Kevin T. Gray - Alta Construction Equipment Florida Governmental Sales October 29, 2025
Cell: 813-391-8159 Email: kevin.gray@altg.com

ITEM 13

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/Floodplain Administrator
CC:	Skip Miller, Esq. Randy Stokes Sam Zamacona, E.I. Gerald Bryan Fausto Vargas-Reyes	Town Attorney Public Works Director Capital Improvement Program Director Finance Director Procurement Officer
DATE:	January 14, 2026	
SUBJECT:	BHI 164 – Piggyback Contract with Florida Draw Bridges Inc. for maintenance and repairs of the Broad Causeway Bridge	

RECOMMENDATION

Discuss and consider a piggyback contract with Florida Draw Bridges, Inc. (FDI) to provide maintenance and repairs to the Broad Causeway Bridge, in an annual amount of $473,800.00, for three years, with the option of three one-year extensions.

BACKGROUND

The movable component of the Broad Causeway Intracoastal Waterway Bridge, (Bridge # 875101) is currently posted for weight restrictions (see Attachment 1). The weight restrictions were imposed by FDOT on October 24th 2024, and repair plans to address the critical elements of the weight restrictions were completed on December 31st 2025. These plans were prepared by Hardesty and Hanover LLP (Hardesty) and will dictate how repairs shall be performed.

The existing contract that is proposed to be piggybacked is between Florida Draw Bridges, Inc. (FDI) and Charlotte County Government, for maintenance of a bridge of similar vintage.

FDI is located at 1901 E. Atlantic Blvd, in Pompano and currently provides asset maintenance service to a range of clients including all FDOT District 4 and District 6 fixed and movable span bridges, the City of Tampa, and Brevard, Martin, Pinellas, Charlotte, and Sarasota Counties. A summary of FDI's experience and a list of existing and recently completed contracts and clients are supplied in Attachment 2.

INTRODUCTION

The purpose of this award is to engage a contractor who can perform routine maintenance activities for the bascule span, equipment in the bridge tender house, and fixed spans to ensure uninterrupted operation of the Broad Causeway bridge until the new bridge has been constructed.

The age of the bridge coupled with the current FDOT classification of "structurally deficient" makes it of paramount importance that a contractor who can provide continuing repair services, is hired. The term structurally deficient means that the Department believes a bridge should undergo a series of repairs or replacement within the next six years.

The project referred to as BC 164 ICW Bridge Repairs was budgeted in the amount of $1.0M for fiscal 2025-2026 and includes design of repairs to the movable bridge *in addition to* partial repair costs in Fiscal 2025-26. Complete repairs are expected to be undertaken over a period of 3-5 years at the cost of $6.7M, and future budgets will address additional expenditures.

On December 19th 2025, FDOT indicated in an email that during a routine inspection they discovered deficiencies that "require immediate repairs". If approved, FDI will perform these repairs as a matter of urgency.

If approved FDI will also be given the repair design plans recently that were completed by Hardesty, to submit their proposal based on rates in the contract with Charlotte County Government.

PROPOSAL FROM FDI

The contract that is recommended for "piggyback" expired on September 31, 2025 but was extended by Charlotte County Purchasing Department until September 30, 2026 (Attachment 3).

The details of the proposed annual amount are presented in Table 1. A snooper truck is required to perform repairs and inspections to the underside of the bridge fixed deck, and daily rates are submitted for this equipment.

Item (10) is a contingency amount that was added by staff to cover unforeseen expenditure. Once repairs begin, cleaning and preparatory activities inevitably reveal additional repair items that are consistent with repairs to a 75-year-old bridge. The contingency amount is 15% of the base bid, or $61,800.00.

TABLE 1 – DETAILS OF PROPOSAL FROM FDI

Item	Description	QTY	UNIT	UNIT Cost	Total
1	Contract Administration	12	month	$ 1,000.00	$ 12,000.00
2	Maintenance & Repair Services	12	month	$ 9,000.00	$108,000.00
3	Maintenance & Repair by Skilled Tradesperson (bridge defects)	1000	Hour	$ 100.00	$100,000.00
4	Maintenance & Repair by Semiskilled Tradesperson (bridge defects)	1000	Hour	$ 100.00	$100,000.00
5	Initial Bridge Clean up	1		$ 5,000.00	$ 5,000.00
6	Far Side Pit drain	1		$ 2,000.00	$ 2,000.00
7	MOT	22	Day	$ 1,500.00	$ 33,000.00
8	Snooper	10	Day	$ 5,200.00	$ 52,000.00
9	Snooper over time after 8hrs (driver + operator)		Hour	$ 850.00	
10	Contingency (15%)	1	LS	$61,800.00	$ 61,800.00
TOTAL					**$ 473,800.00**

DISCUSSION

There is a paucity of local contractors who are experienced and capable of performing movable and fixed span bridge repairs. As a result, previous repairs to the broad causeway had been undertaken by contractors from the Tampa Bay area, at a premium cost. FDI is local, they are extremely very well qualified and experienced, and their pricing is very competitive.

A contractor who is contracted with the Town over a period of several years will allow critical repairs to be undertaken expeditiously, as repair projects will not need to be individually put out to bid. The efficiency in performing urgent repairs is expected to keep the bridge open to traffic for the next six(6) years until it is ready to be demolished.

Otherwise, delays in advertising and procurement may cause the bridge to be posted for higher weight restrictions or in a worst-case scenario, cause the bridge to be closed.

Designs for the bascule repairs were previously approved by Council at the February 20th 2025 regular Council meeting in favor of Hardesty, through Ardurra in the amount of $407,180 - PO # 06940.

FINANCIAL ANAYSIS

GL Line-Item Number: 401.5415.400063.000
Total Amount Budgeted: $1.0 M
Encumbered Amount: 0.00
Balance Remaining: $1.0 M

ATTACHMENTS

1. FDOT regarding weight restrictions
2. Summary of FDI's experience
3. Extension of FDI Contract with Charlotte County
4. Agreement between Florida Bridges Inc. and Charlotte County Government
5. Draft Resolution

FLORIDA DRAWBRIDGES, INC.

1901 E. Atlantic Blvd.
Pompano Beach, Florida 33060
Phone (954)788-0969 Fax (954)943-3214

Mr. Randy Daniels
Town of Bay Harbor Islands
1030 95 Street
Bay Harbor Islands, FL 33154

December 23, 2025

Re: Bridge # 875101 - Movable Span Maintenance

Dear Randy,

FDI is pleased to quote prices for the maintenance and repair of the Broad Causeway Movable Bridge based on piggybacking the Charlotte County Contract.

Item	Description	QTY	UNIT	UNIT Cost	Total
1	Contract Administration	12	month	$ 1,000.00	$ 12,000.00
2	Maintenance & Repair Services	12	month	$ 9,000.00	$ 108,000.00
3	Maintenance & Repair by Skilled Tradesperson	1000	Hour	$ 100.00	$ 100,000.00
4	Maintenance & Repair by Semi Skilled Tradesperson	1000	Hour	$ 100.00	$ 100,000.00
5	Initial Bridge Clean up	1	LS	$ 5,000.00	$ 5,000.00
6	Far Side Pit drain	1	LS	$ 2,000.00	$ 2,000.00
7	MOT	22	Day	$ 1,500.00	$ 33,000.00
8	Snooper	10	Day	$ 5,200.00	$ 52,000.00
9	Snooper over time after 8hrs (driver + operator)		Hour	$ 850.00	$ -
10	Contingency (15%)	1	LS	$ 61,800.00	$ 61,800.00
TOTAL					**$ 473,800.00**

Routine Maintenance to be performed once a week.

Any work that falls outside routine maintenance (Special projects) will be charged at man hours. Parts and Subcontractors to be charged at cost + 15%.

Malfunction response can be charged at regular man hour rates.

If you have any questions, please contact me.

Sincerely,

John W. Matthews III
Project Manager

FDOT
Florida Department of Transportation
1000 NW 111th Avenue
Miami, FL 33172-5800

RON DESANTIS
GOVERNOR

JARED W. PERDUE, P.E.
SECRETARY

October 07, 2024

CERTIFIED MAIL

Mr. Rodney Carrero-Santana, PE, CFM, LEED AP.
Town Engineer - Public Works Department
Town of Bay Harbor Island
1030 95 Street
Bay Harbor Islands, FL 33154

RE: **Bridge No. 875101** (Broad Causeway DRAW)

Dear Mr. Carrero-Santana,

On January 01, 2024, the Department's consultant, Marlin Engineering, Inc., conducted a Bridge Inspection on the referenced structure under the Town of Bay Harbord Island jurisdiction. This inspection report shows an increase in deterioration on the bridge superstructure. Consequently, the Department performed a new Load Rating Analysis, and the results leads to the following weight posting recommendations:

SU Trucks: 14 tons

C Trucks: 19 tons

ST5 Trucks: 25 tons

The Town shall immediately install the weight limit signs and prohibit the use of the bridge to any vehicle exceeding the weight carrying capacity shown above. The location and construction of weight limit posting signs shall be in accordance with the FDOT Design Standard Plan Index No. 700-107 (copy attached). This standard index has been prepared to meet or exceed the requirement established in Section 2B-59 (Sign R12-5) of the Manual on Uniform Traffic Control Devices (MUTCD). Attached also find the necessary documents to complement Index No. 700-107.

You are hereby notified that it is the bridge owner's responsibility to implement the above referenced posting requirements within thirty (30) days from the date of the receipt of this letter, as per chapter 335 (335.074), Title XXVI of the Florida Statutes. If the County fails to post the bridge, FDOT will implement the posting requirements and assess the cost for posting to the County.

A digitally signed and sealed Load Rating Analysis is being mailed (certified) to the Town along with this letter.

Please, inform our office when the FDOT posting recommendations are fully implemented.

If you need additional information, please do not hesitate to contact me at (305) 470-5370.

Sincerely,

Pablo Orozco, P.E., MSCE,
District Structures Maintenance Engineer

CC: Renato Marrero, P.E., District Maintenance Engineer
Geidy Coello, P.E. Engineering Section Manager
Osiris Quintana, P.E. Bridge Load Rating Design Engineer
Giuseppe Noto, Load Rating Specialist
Carmen Parra, D6- Consultant Inspection Project Manager

Florida Drawbridges Inc. (FDI or the Company) is a proven and accomplished Asset Maintenance (AM) contractor, with extensive experience in southeast Florida. As a long-time owner-operated Florida company, FDI is committed to integrity and total accountability.

FDI's current portfolio of maintenance contracts covers over 1,600 miles from the Florida Keys to Portland, Maine. Our FDOT contract knowledge includes work in Districts 4, 6, 1,7, and 5 with a focus on Asset Management and specialized expertise in bridge maintenance and emergency response. In addition to our work with the state, we serve a diverse range of customers, including counties such as Brevard, Martin, Pinellas, Charlotte and Sarasota, as well as the City of Tampa.

With over 25 years of experience managing similar contracts, FDI has a proven track record of delivering exceptional results, as detailed in Table 1.1. We take pride in our high standards of maintenance and quality performance, which is reflected in our strong history of contract renewals—70% of our current contracts are renewals. We are proud to, uniquely, say that in our 25-year history, FDI has never let the Department down.

FDI combines proven methodologies with a highly experienced local management team to ensure superior, consistent performance and customer satisfaction, both now and in the years to come. Our experienced leaders are familiar with D6 contract managers and procedures. With major contracts currently in D6 and D4, most of our team is located locally along with our major facility warehousing heavy equipment and specialized work teams. If awarded this contract, our plan is to interview existing contract personnel and hire from the local area. With our 25-year history, several of the current contract managers were originally hired and trained by FDI.

As AM contracting has evolved to encompass major repairs, FDI has strengthened its engineering team to support all projects with expertise and innovations. Our engineers are highly skilled in bridge maintenance and heavy field repairs, with decades of experience collaborating with FDOT. Each of the engineers listed below will dedicate their time as project demands require.

- John Matthews (35+ years AM experience) – Chief Engineer (Electrical)
- Mike Bochinski, PE (35+ years of experience) – Electrical Engineer / Control Systems Integrator
- Claudio Marques, PE (15+ years of field experience) – Mechanical Field Engineer
- Hernan Garcia, PE (20+ years of AM experience, include PM for Keys AM) – Civil Transportation Engineer
- Vlad Lirner– (5 years AM experience) Electrical Engineer, Chief Programing technologist.
- Daniel Porter – (24 years AM Experience) Vice President/Company Liaison
- Miguel Sosa – (10 Years AM Management) Civil Engineer.

Table 1.1 – FDI Asset Maintenance Contracts

Project / Owner / Contact	Project Value, Term, and Scope	FDI Results
AM for Movable Bridges in Miami-Dade and Monroe Counties Contract No. E6D11-R1 - Past Contract No. E6N26 – Current *FDOT District 6 - Pablo Orozco, PE* *(864) 354-3934*	***$44.8 million / Feb. 2007 – Jan. 2021(14-Year Term)*** ***$33 million / Feb. 2021 – Jan. 2028 (7-Year Renewal)*** Asset Maintenance for all operation: • 11 movable bridges, including associated roadways, facilities, fender structures, mechanical, electrical, HVAC, and generator systems • The first contract included all fenders and navigational lights on fixed bridges in Monroe County	AMPER 93.5
AM for Structures US1(SR5)/A1A (Contract No. E4T64) *FDOT District 4- John Deemer (954)-495-7420*	***$91 million / Nov. 2019 – Nov. 2027 (8-year term)*** Asset Maintenance for all operation: • 77 Fixed Bridges, 1 Tunnel, 116 OHS Structures, 52 HMLT, 37 Movable Bridges • Mechanical, electrical, HVAC, and generator systems • 24/7/365 emergency management services	AMPER 85
AM for the Miami Dade Expressway (MDX) Authority Contract No. 15-03 *Miami Dade Expressway Authority Rick Johnson* *(305) 637-3277 x 2142*	***$56 million / Jul. 2014 – Jun. 2020 / (6-Year Term)*** Asset Maintenance for all operation on MDX Roadway and Facilities Project: • 172 Lane Miles of Roadway • Included facilities such as MDX Headquarters, toll Plaza Administration Building, 18 Toll Facilities, and other MDX Facilities • 24/7/365 emergency management services	MRP 90.1
AM of I-95 Corridor in Palm Beach +A3:G3County Contract No. E4N77-R0 *FDOT District 4 - Gary Blakeney* *(561) 370-1128*	***$23.9 million / Aug. 2013 – Jul. 2020 (7-Year Term)*** Asset Maintenance for all operation and performance of all roadway and structures routine maintenance: • 46 centerline mile interstate corridor • Structural inspections (117 bridges, 335 overhead signs, 47 HMLPs) • 24/7/365 emergency management services	AMPER 88.9
AM for the Central Florida Railroad Corridor, Lake Mary Rolling Lift Bridge Contract No. 4364361-1-52-01 *FDOT District 5 Sunrail - Catherine Moehringer (407) 432-6717*	***$610k / Year / Dec 2014 – Dec. 2024 (10-Year Term) On-going*** FDI is a sub to Alsom for the operations and maintenance of the St. John's Lift Bridge: • FDI Maintenance includes associated facilities, fender structures, and navigational lighting. • FDI services include inspection of bridge and work order management. • 24/7/365 emergency management services	N/A – Subcontractor to Bombardier
AM Contracts for FDOT D1 and D7 Contract Nos. E1N92 and E7J67 *FDOT Districts 1 & 7 - Ken Akers (DBI)* *(305) 470-5370*	***$3 million / Yr. / Jan. 2009 – Oct. 2021 / (2 Renewals)*** FDI was a sub to DBI/ICA for the operation and maintenance of 23 movable bridges: • FDI maintenance included the associated facilities, fender structures, mechanical, electrical, plumbing, HVAC, and generator systems. • 24/7/365 emergency management services	N/A Subcontractor to DBI
AM Contract for the Ravenel Project Contract No. D400103208 *South Carolina DOT - Ritchie Rhodes (DBI)* *(321) 230-1050*	***$1.7 million/Yr. / June 2013 – June 2019 (7-Year Term)*** FDI was a sub to DBI for the operations and maintenance of 8 movable bridges: • FDI maintenance included the associated facilities, fender structures, navigational lighting systems, mechanical, electrical, plumbing, HVAC, and generator systems. • 24/7/365 emergency management services	N/A Subcontractor to DBI

Outlook

[Draft] Re: 24-541 and 24-289 Bridge and Lock Renewal - Signatures Needed

From
Draft saved Mon 2025-04-21 10:58 AM
To Strong, Sheri <Sheri.Strong@charlottecountyfl.gov>

Hello Sheri, Please find the attached two renewals with our signature. I am retiring from the CEO position and request that you change the corporate contact information to my son, Daniel Porter. I am including him in this email. When you have the completed renewal, please use Daniel's email.

Thank you very much for the opportunity.

Both renewals in e/e Sig

Laura Porter
President
Pompano Beach, FL

FDI Services
Bridges, Roads, Facilities

Office: (954) 788-0969 - Fax (954) 943-3214
Cell: (561-441-7265)
www.floridadrawbridges.com

Maintaining the Safe flow of Traffic

Charlotte County Purchasing
Administrative Contract Renewal Approval Form
South Gulf Cove Lock Maintenance and Repair – Annual Contract

Contract #:	2024000541	**Award Date:**	12/10/2024
Awarded By:	Board of County Commissioners		
Original Term: From:	12/10/2024	**To:**	9/30/2025
Renewal Term: From:	10/1/2025	**To:**	9/30/2026

Description & Background of Contract

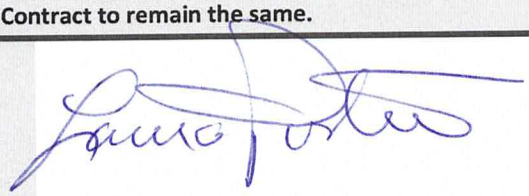
It is the intent of Charlotte County to secure the services of a Contractor to furnish all materials, labor, equipment, and all other appurtenances required to successfully complete the required maintenance and "as needed" repairs to the electrical, hydraulic, and mechanical components at the South Gulf Cove Lock located at Cattle Dock Point Road, Port Charlotte near Myakka River and Charlotte Harbor.

Work shall include inspection and repairs to the docks, pilons, fender boards, rub rails, and fencing inside and outside of the lock. The South Gulf Cove Lock has various electrical, hydraulic, and mechanical issues that have caused the lock to be offline on several occasions from hydraulic leaks to electrical wiring and sensor failures.

The renewal period is from 10/01/2025 through and including 09/30/2026 and is the first of two (2) renewals.

Contract Specialist:	Strong, Sheri	**Email:**	Sheri.Strong@charlottecountyfl.gov
Phone:	941-743-1373	**Fax:**	941-743-1384

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Requested By:	Laura Porter, President Florida Drawbridges Incorporated lporter@floridadrawbridges.com	**Signature:**	
Fiscal Reviewed By:			
Department Approved By:			
Purchasing Approved By:			
Administration Approved By: (when applicable)			

HUMAN TRAFFICKING AFFIDAVIT
for Nongovernmental Entities Pursuant To FS. §787.06

Charlotte County Contract # 2024000541

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I am an officer or representative of the Nongovernmental Entity and authorized to provide this affidavit on the Company's behalf.
3. Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Signature

Laura Porter
Printed Name

Owner
Title

Floridadrawbridges,Inc.
Nongovernmental Entity

April 21, 2025
Date

Charlotte County Purchasing
Administrative Contract Renewal Approval Form
Tom Adams Movable Bridge Maintenance and Repairs – Annual Contract

Contract #:	2024000289	**Award Date:**	4/23/2024
Awarded By:	Board of County Commissioners		
Original Term: From:	4/23/2024	**To:**	9/30/2025
Renewal Term: From:	10/1/2025	**To:**	9/30/2026

Description & Background of Contract

It is the intent of Charlotte County to secure the services of a Contractor to furnish all materials, labor, equipment, and all other appurtenances required to successfully complete the required maintenance and "as needed" repairs for the Tom Adams Bridge Tender House and the Tom Adams Bridge, 010029, which connects Manasota Key to the mainland via Beach Road.

The renewal period is from 10/01/2025 through and including 09/30/2026 and is the first of two (2) renewals for this Contract.

Contract Specialist:	Strong, Sheri	**Email:**	Sheri.Strong@charlottecountyfl.gov
Phone:	941-743-1373	**Fax:**	941-743-1384

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Requested By:	Laura Porter, President Florida Drawbridges Incorporated lporter@floridadrawbridges.com	**Signature:**	

Fiscal Reviewed By:

Department Approved By:

Purchasing Approved By:

Administration Approved By: (when applicable)

HUMAN TRAFFICKING AFFIDAVIT
for Nongovernmental Entities Pursuant To FS. §787.06

Charlotte County Contract # 2024000289

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I am an officer or representative of the Nongovernmental Entity and authorized to provide this affidavit on the Company's behalf.
3. Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Signature

Laura Porter
Printed Name

Owner
Title

Floridadrawbridges, Inc
Nongovernmental Entity

April 21, 2025
Date

CHARLOTTE COUNTY GOVERNMENT

Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948-1094

April 23, 2024

Ms. Laura Porter, President
Florida Drawbridges, Incorporated
1901 E. Atlantic Boulevard
Pompano Beach, Florida 33060
lporter@floridadrawbridges.com

Re: **NOTICE OF ACCEPTANCE**

Dear Ms. Porter:

This letter shall serve as notification of official acceptance by the Board of County Commissioners to award of **Request for Bid #2024000289 – Tom Adams Moveable Bridge Maintenance and Repair – Annual Contract**, submitted by Florida Drawbridges, Incorporated. The acceptance of your bid form, properly executed by an authorized representative of the company, together with the complete Request for Bid package furnished by Charlotte County, constitutes a binding contract.

Your signature below represents your concurrence with, and acceptance of the terms set forth in this letter, RFB #2024000289, and quote form submitted by your company on March 27, 2024. Purchase orders will be issued on an as-needed basis throughout the term of the contract. Payment shall be made based on the unit price in your bid form and in accordance with the Local Government Prompt Payment Act (F.S. 218.74).

The contract shall become active on April 23, 2024, and shall remain in full force and effect through and including September 31, 2025, with option to renew for two (2) additional one-year terms, at the same prices, terms, and conditions, by mutual consent.

If you have any questions or concerns, please do not hesitate to contact Sheri Strong, Contract Specialist for this project.

Sincerely,

Kimberly Corbett
Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing
/ss

ACCEPTED:
Laura Porter, President
Laura Porter, President
Date April 25, 2024

cc: file

TOM ADAMS MOVEABLE BRIDGE MAINTENANCE AND REPAIRS (010029) - ANNUAL CONTRACT
SUMMARY OF PAY ITEMS

ITEM	DESCRIPTION	UOM	UNIT COST	EST QTY	EXTENDED COST
PREVENTIVE MAINTENANCE:					
1	Labor, equipment, and materials to provide routine and preventive maintenance to include electrical and mechanical components anticipated for maintenance of the bridge. This includes mechanical rooms, gates, and generators.	MONTH	$ 9000.00	12	$ ~~96,000.00~~ $108,000.00
2	Maintenance of equipment, and parts for the bridge tender house to ensure continuous operation of services, 24 hours per day, 7 days per week, 365 days per year.	MONTH	$ 1000.00	12	$ 12,000.00
REPAIRS "AS NEEDED":					
3	**LEAD TECHNICIAN:** Labor, equipment, and materials to provide minor, periodic maintenance and major repair services due to bridge malfunctions.	HOUR	$ 100.00	100	$ 10,000.00
4	**HELPER:** Labor, equipment, and materials to provide minor, periodic maintenance and major repair services due to a bridge malfunction.	HOUR	$ 100.00	100	$ 10,000.00
				TOTAL BID PRICE:	$ 140,000.00

NOTES:

1. Markup is **not allowed** for any of the services and/or positions listed above.
2. **BIDDERS MUST PROVIDE PRICES FOR EACH LINE ITEM FOR THEIR BID TO BE CONSIDERED RESPONSIVE**

March 29th

In Folder
Procurement Folder

Name of Bidder: _____

(This form to be returned)

Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

Board 4-22

REQUEST FOR BIDS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 2024000289
TOM ADAMS MOVEABLE BRIDGE MAINTENANCE AND REPAIRS (010029) - ANNUAL CONTRACT

It is the intent of Charlotte County to secure the services of a Contractor to furnish all materials, labor, equipment, and all other appurtenances required to successfully complete the required maintenance and "as needed" repairs for the Tom Adams Bridge Tender House and the Tom Adams Bridge, 010029, which connects Manasota Key to the mainland via Beach Road. Estimated budget is $200,000.

No Local License(s) required to perform these services. FDOT Certification in Minor Bridge Repairs is required.

PRE-BID CONFERENCE: 9:00 a.m., MARCH 12, 2024
PURCHASING DIVISION CONFERENCE ROOM

BID OPENING: 2:00 p.m. (EST), MARCH 27, 2024
PURCHASING DIVISION CONFERENCE ROOM

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at https://purchasingbids.charlottecountyfl.gov under "Purchasing Bids Online", document number 242892. Any questions can be answered by contacting Sheri Strong, Contract Specialist at 941.743.1373 or email: sheri.strong@charlottecountyfl.gov.

OPTIONAL ELECTRONIC BID SUBMISSIONS: If your firm would like to submit your bid electronically, please visit http://bit.ly/3TYAyKa and follow given instructions.

File
24-289

Notice of Availability
Posted: 02/27/2024

TS-01 INTENT: It is the intent of Charlotte County to secure the services of a Contractor to furnish all materials, labor, equipment, and all other appurtenances required to successfully complete the required maintenance and "as needed" repairs for the Tom Adams Bridge Tender House and the Tom Adams Bridge, 010029, which connects Manasota Key to the mainland via Beach Road.

This Scope of Services shall enhance the County's ability to efficiently and effectively maintain and operate its moveable bridge in accordance with local, Florida Department of Transportation (FDOT), and Federal Highway Administration (FHWA) objectives. The Scope of Services outlines the Contractor's responsibilities related to the routine operation, maintenance, and repair of the Tom Adams Beach Road Double Leaf Bascule Bridge.

TS-02 BID PRICES/TERMS OF CONTRACT: Bidders shall bid unit prices as indicated on the Bid Form. The prices bid shall include costs for all items/materials, equipment, labor, transportation, delivery, construction equipment, machinery, tools, and incidentals necessary for completion of the work. These prices shall be considered firm from Date of Award, through and including September 30, 2025. This bid shall be extended/renewed for two (2) additional one (1) year periods, by mutual agreement, provided there are no changes in terms, conditions and prices.

TS-03 APPLICABLE STANDARDS: The FHWA National Bridge Inspection Standards (NBIS) administered by FDOT govern the inspection of bridges for Charlotte County. FDOT inspects Charlotte County's moveable bridge in accordance with these federal requirements.

Bridge Location and General Information: Tom Adams Bridge - Beach Road Double Leaf Bascule Bridge (FDOT#010029) connects Manasota Key to the mainland via Beach Road and was built in 1965. The 2023 NBIS condition ratings are as follows: Deck 7; Superstructure 5; Substructure 6. The FHWA sufficiency rating is 47, and the FDOT Health Index is 83.11.

TS-04 GENERAL REQUIREMENTS:

A. The Contractor shall possess and maintain for the duration of the Contract an employee with a Professional Engineer license. Upon request by the County, the Contractor shall be required to provide the County's Administrative Agent with updated license information.

B. Contractor must maintain a staff that can respond on site to a need within one (1) hour of notification.

C. Contractor must provide the County with a primary and secondary contact number which the County will utilize for emergency task orders.

D. The Contractor shall meet or exceed the maintenance, operations and safety requirements of Charlotte County Government, FDOT and the FHWA.

E. Periodic maintenance and major repairs task orders shall be issued by the County's Administrative Agent at any time during the course of the Contract. The Administrative Agent shall designate the repair as nonurgent or urgent. It is expected that the Contractor, while carrying out its Contract duties will identify and suggest repairs to the Administrative Agent.

F. Incidental engineering services must be authorized by the Administrative Agent and are utilized only with periodic maintenance and major repair tasks. The Contractor shall perform all incidental engineering services necessary to implement the maintenance and repair requirements within the Scope of Services. These engineering services shall include, but are not limited to, structural analysis and design, electrical, mechanical, scour analysis, drainage, geotechnical, environmental, traffic control, surveying, load rating, obtaining permits, and posting requirements. The Contractor shall use the latest standard FDOT approved computer software for these services.

G. FDOT Procedures to be used:

All work performed by the Contractor shall comply with and utilize current FDOT procedures. Copies of these procedures should be obtained through FDOT. **The Tom Adams Bridge is classified by FDOT as Marine (Severe) as defined by item 11 FHWA-HIF-16-002-Vol 19**, listed below **due to its location over saltwater in the Gulf of Mexico and close proximity to the coastline.**

Thursday

RE: Tom Adams Bridge maintenance, North Beach Rd Englewood Florida

Ouimet, Jason <Jason.Ouimet@charlottecountyfl.gov>
Wed 9/23/2020 1:55 PM
To: Laura Porter <lporter@floridadrawbridges.com>

Laura,

Please register as a vendor on our Purchasing website at the link below. Once you are setup we can schedule the inspection for your staff to look at the bridge and supply us with their recommendations.

I appreciate all your help

Thank you

Purchasing
941-743-1378

https://purchasingbids.charlottecountyfl.gov/Home/Index

CHARLOTTE COUNTY
FLORIDA

Jason Ouimet | Maintenance and Operations Manager
Charlotte County Board of County Commissioners
941.575.3635
941.637.9265 fax
CharlotteCountyFL.gov
Delivering Exceptional Service
Visit us on Facebook:
www.facebook.com/charlottecountypublicworks/

From: Laura Porter <lporter@floridadrawbridges.com>
Sent: Wednesday, September 23, 2020 1:42 PM
To: Ouimet, Jason <Jason.Ouimet@charlottecountyfl.gov>
Subject: Re: Tom Adams Bridge maintenance, North Beach Rd Englewood Florida

Caution – This email originated from outside of our organization. Please do not open any attachments or click on any links from unknown sources or unexpected email.

Hello Mr. Ouimet,

Thank you for reaching out to us. We are interested in providing drawbridge maintenance services for Charotte County. I am the owner of Drawbridge Services, please let me know what I need to do. I am available to talk most days.

PBS

Looking forward to hearing from you.

Charlotte County
Dannike 485

Laura Porter

President

Drawbridge
95943

Pompano Beach, FL

FDI Services
Bridges, Roads, Facilities

Office: (954) 788-0969 - Fax (954) 943-3214

Cell: (561-441-7265)

www.floridadrawbridges.com

Maintaining the Safe flow of Traffic

From: Ouimet, Jason <Jason.Ouimet@charlottecountyfl.gov>
Sent: Wednesday, September 23, 2020 12:46 PM
To: Laura Porter <lporter@floridadrawbridges.com>
Subject: Tom Adams Bridge maintenance, North Beach Rd Englewood Florida

Laura,

We are looking for a company to perform some maintenance on our drawbridge. Right now mainly just general lubrication, maybe gear box servicing, inspection report to show what you feel should have maintenance performed.

I want to try to get some maintenance performed until we can write a contract and go out for bids for the contract.

If this is something that might interest your company please let me know.

Thanks

CHARLOTTE COUNTY
FLORIDA

Jason Ouimet | Maintenance and Operations Manager
Charlotte County Board of County Commissioners
941.575.3635
941.637.9265 fax
CharlotteCountyFL.gov
Delivering Exceptional Service
Visit us on Facebook:
www.facebook.com/charlottecountypublicworks/

BID FORM
TOM ADAMS MOVEABLE BRIDGE MAINTENANCE AND REPAIRS (010029) - ANNUAL CONTRACT
BID NO. 2024000289

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, FL 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Special Provisions, Technical Specifications & Conditions, Federal Provisions, Insurance, Safety & Health Requirements, Bid Form, Permit Fees, MOT Policy, Plans and any other documentation for

TOM ADAMS MOVEABLE BRIDGE MAINTENANCE AND REPAIRS (010029) - ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

TOTAL AMOUNT:

_____ $_____
(TYPE/PRINT) **(NUMERIC)**

Please indicate by (√) that you have included the following documentation with your bid:

( ) FDOT Certification in Minor Bridge Repairs
( ) Byrd Anti-Lobbying Certificate
( ) References

NOTE: In accordance with Florida Statues, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at https://purchasingbids.charlottecountyfl.gov under "Purchasing Bids Online", document number 242894. No information regarding the submittal will be divulged over the telephone.

OPTIONAL ELECTRONIC BID SUBMISSIONS: If your firm would like to submit your bid electronically, please visit http://bit.ly/3TYAyKa and follow given instructions.

Name of Bidder:_____
(This form to be returned)

TOM ADAMS MOVEABLE BRIDGE MAINTENANCE AND REPAIRS (010029) - ANNUAL CONTRACT
SUMMARY OF PAY ITEMS

ITEM	DESCRIPTION	UOM	UNIT COST	EST QTY	EXTENDED COST
PREVENTIVE MAINTENANCE:					
1	Labor, equipment, and materials to provide routine and preventive maintenance to include electrical and mechanical components anticipated for maintenance of the bridge. This includes mechanical rooms, gates, and generators.	MONTH	$	12	$
2	Maintenance of equipment, and parts for the bridge tender house to ensure continuous operation of services, 24 hours per day, 7 days per week, 365 days per year.	MONTH	$	12	$
REPAIRS "AS NEEDED":					
3	**LEAD TECHNICIAN:** Labor, equipment, and materials to provide minor, periodic maintenance and major repair services due to bridge malfunctions.	HOUR	$	100	$
4	**HELPER:** Labor, equipment, and materials to provide minor, periodic maintenance and major repair services due to a bridge malfunction.	HOUR	$	100	$
				TOTAL BID PRICE:	$

NOTES:

1. Markup is **not allowed** for any of the services and/or positions listed above.
2. **BIDDERS MUST PROVIDE PRICES FOR EACH LINE ITEM FOR THEIR BID TO BE CONSIDERED RESPONSIVE**

Name of Bidder:_____

(This form to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

The undersigned agrees, if awarded this bid, to furnish a Performance and Payment Bond in the amount of 100% of the total project price within fourteen (14) calendar days after notification of award to the Purchasing Division. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with the Charlotte County Clerk of Court Office. Receipt of said recording shall be furnished to the Purchasing Division.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. _____, Dated_____; Addendum No. _____, Dated_____ ; Addendum No. _____, Dated _____

Addendum No. _____, Dated_____; Addendum No. _____, Dated_____ ; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: The bidding firm as indicated below, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One): **Individual Ownership** _____ **Joint Venture** _____
Partnership _____ **Corporation** _____

Name of Bidding Firm _____

Mailing Address _____

Location Address _____

City & State _____ **ZIP**_____

Telephone: _____ **E-mail:** _____

Signature of person authorized to bind the Company: _____

Print Name/Title of person authorized to bind the Company: _____

Date: _____

(This form to be returned)

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for **TOM ADAMS MOVEABLE BRIDGE MAINTENANCE AND REPAIRS (010029) - ANNUAL CONTRACT.** (If quoter does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval. If not applicable, please state N/A).

Source of Supply	Subcontractor(s)
1._____	1._____
2._____	2._____
3._____	3._____
4._____	4._____
5._____	5._____
6._____	6._____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature _____

Dated _____

(This form to be returned)

REFERENCES: TOM ADAMS MOVEABLE BRIDGE MAINTENANCE AND REPAIRS (010029) - ANNUAL CONTRACT

Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

1. Project Owner / Company:_____

Name of Contact Person:_____ Telephone #_____

Address:_____

City & State:_____ Zip Code:_____

Project Description:_____

_____

_____

Total Project Amount: $_____ Completion Date:_____

2. Project Owner / Company:_____

Name of Contact Person:_____ Telephone #_____

Address:_____

City & State:_____ Zip Code:_____

Project Description:_____

_____

_____

Total Project Amount: $_____ Completion Date:_____

3. Project Owner / Company:_____

Name of Contact Person:_____ Telephone #_____

Address:_____

City & State:_____ Zip Code:_____

Project Description:_____

_____

_____

Total Project Amount: $_____ Completion Date:_____

4. Project Owner / Company:_____

Name of Contact Person:_____ Telephone #_____

Address:_____

City & State:_____ Zip Code:_____

Project Description:_____

_____

_____

Total Project Amount: $_____ Completion Date:_____

Name of Bidder:_____

(This form to be returned)

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of an Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
Date

_____
Type or Print Name

_____
Signature

_____
Title

RESOLUTION NO. 26XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE APPROVAL OF AN AGREEMENT FOR BRIDGE REPAIRS BETWEEN FLORIDA DRAWBRIDGES INC. IN THE ANNUAL AMOUNT NOT TO EXCEED $473,800; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Broad Causeway Draw Bridge has been posted for weight restrictions at the request of FDOT; and

WHEREAS, the Town awarded a contract to Ardurra Group Inc. (Ardurra) to prepare designs of the repairs to address key elements of the bridge defects associated with the weight restrictions; and

WHEREAS, Staff received a construction cost estimate of $6.7M from Ardurra for the structural, mechanical, and electrical repairs to the Broad Causeway Draw Bridge and Fixed spans over a period of 6 years; and

WHEREAS, the Town has identified a contract between Florida Drawbridges Inc (FDI) and Charlotte County Government as a desirable contract to piggyback to perform the requisite repairs over a period of 6 years; and

WHEREAS, staff wishes to have the piggyback contract approved and incorporated into an agreement with Florida Drawbridges Inc.; and

WHEREAS, the Town Council hereby finds the Agreement, between the Town and Florida Drawbridges 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, FLORIDA, AS FOLLOWS:

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

Section 2. Authorization of the Town Council. The Town Council hereby approves and authorizes the execution of the contract between the Town and Florida Drawbridges Inc., in substantially the form attached hereto as Exhibit A.

Section 3. Effective Date. This Resolution shall be effective immediately upon its

adoption.

PASSED AND ADOPTED this 14th day of January 2026.

By: _____
Isaac Salver, Mayor

ATTEST:

_____
Evelyn Herbello, Town Clerk

APPROVED AS TO FORM:

_____
Greenspoon Marder, LLP
Town Attorneys
By: Morris G. (Skip) Miller, Esq.

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 14.

ITEM: Consideration and approval of a resolution to authorize the Town Manager to enter into an agreement with the State of Florida, Division of Emergency Management for the acceptance of a $900,000 grant. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:
The Town has been awarded **$900,000** in grant assistance from the Florida Division of Emergency Management, for the design and construction of the **Bay Harbor Islands Public Safety/Emergency Management Facility (BHIPSEMF)**. This facility will serve as a satellite emergency management center as part of the new government complex, providing critical services for residents and supporting regional public safety during natural disasters.
Key terms of the agreement include:

- **Funding Type:** This is a **cost-reimbursement** agreement; funds are provided for allowable costs incurred during the project.
- **Project Scope:** Reimbursable activities include architectural and engineering services, construction management, site work, permitting, and regulatory fees.
- **Term:** The agreement begins upon execution and ends on **June 30, 2028**.
- **Commitment:** The Town must dedicate the improved property for emergency management purposes for a period of **50 years** (the estimated life of the facility).
- **Deliverables:** The Town is required to provide quarterly progress reports, a final close-out report, and technical documentation such as site surveys and construction drawings.

RECOMMENDED ACTION:

Approve the attached resolution authorizing the Town Manager to execute Agreement Number **F0162** and all associated documents to secure this funding for the BHIPSEMF project.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Resolution State Grant _ BHI(63474644.1)
2.	F0162 Town of Bay Harbor Islands Agreement

RESOLUTION NO. ___

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF A STATE-FUNDED GRANT AGREEMENT BY AND BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands has been awarded $900,000 in grant assistance (the "Grant Assistance") from the State of Florida, Division of Emergency Management (the "State") for the design and construction of the Bay Harbor Islands Public Safety/Emergency Management Facility (the "Facility"); and

WHEREAS, in order to receive the Grant Assistance, the State is requiring that the Town enter into State-Funded Grant Agreement F0162 (the "Agreement"); and

WHEREAS, the Town Council hereby finds the proposed Agreement by and between the Town and the State, attached hereto as Exhibit A (the "Agreement"), 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 the State, providing the Town with Grant Assistance in the amount of $900,000 for the design and construction of the Facility, such Agreement 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 directed and authorized to act in connection with the Town's application for Grant Assistance and to provide such additional information as may be required.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 November, 2025.

_____
ISAAC SALVER, MAYOR

ATTEST:

_____
EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM:

_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.

Agreement Number: F0162

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Town of Bay Harbor Islands**, Florida (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any

express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Recipient performance; and,

ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Leonardo Washington
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-296-5996
Email: Leonardo.Washington@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Lindsley Noel
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154
Telephone: 305-866-6241
Email: LNoel@bayharborislands-fl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin on upon execution by both parties and shall end on **June 30, 2028,** unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Proposed Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$900,000.00**.

d. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

e. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

f. For the purposes of this Agreement, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable

discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the

public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii. The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may

take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall provide additional reports and information identified in Attachment D.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes., as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the

extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes..

(18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources
Attachment A – Proposed Budget and Scope of Work
Attachment B – Program Statutes and Regulations
Attachment C – Statement of Assurances
Attachment D – Justification of Advance Payment
Attachment E – Warranties and Representations
Attachment F – Certification Regarding Debarment

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

c. If the Recipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), Florida Statutes, the Division may issue payment of submitted invoices for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. The Recipient may elect in writing to exercise this

provision as long as the Recipient is a county or municipality which is a rural community or rural area of opportunity, as defined in section 288.0656(2), Florida Statutes, and demonstrates financial hardship. A county or municipality located within a financially constrained county, as defined in section 288.67(1), Florida Statutes, is deemed to have demonstrated a financial hardship for the purposes of this provision.

d. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(20) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment F) for each intended subcontractor that Recipient plans to fund under this

Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to

the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes., 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 been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

t. If applicable, pursuant to Section 255.0993, Florida Statutes, the Recipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know

could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

Bay Harbor Islands

By: _____

Name and Title: _____

Date: _____

FID# _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Kevin Guthrie, Director, or Ian Guidicelli, Response Bureau Chief, as Authorized Representative.**

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency **Florida Division of Emergency Management**

Catalog of State Financial Assistance title **Bay Harbor Islands Public Safety/Emergency Management Facility**

Catalog of State Financial Assistance number **31.064**

Amount of State Funding: **$900,000.00**

ATTACHMENT A

Proposed Budget and Scope of Work

I. PROPOSED BUDGET

Category	Anticipated Expenditure Amount
Salary and Benefits	$0
Other Personal/Contractual Services	$0
Administrative Expenses (Limited to no more than 5%)	$0
Expenses	$0
Operating Capital Outlay	$0
Fixed Capital Outlay	$900,000.00
Total Expenditures	$900,000.00

II. BACKGROUND

As documented by Chapter 2025-36, Laws of Florida, Section 6, Specific Appropriation 2461, the Legislature and the Governor appropriated $900,000.00 of Fixed Capital Outlay funds for construction of "Bay Harbor Islands Public Safety/Emergency Management Facility."

2461 GRANTS AND AIDS TO LOCAL GOVERNMENTS AND NONSTATE ENTITIES - FIXED CAPITAL OUTLAY
EMERGENCY MANAGEMENT CRITICAL FACILITY NEEDS

FROM GENERAL REVENUE FUND. 21,675,131

From the nonrecurring funds from the General Revenue Fund in Specific Appropriation 2461, $900,000 shall be allocated as follows: (in part)

Bay Harbor Islands Public Safety/Emergency Management Facility
(Senate Form 2968) (HF 1648).....900,000

Bay Harbor Islands will support the construction of a new satellite emergency management facility as part of new government complex. The facility will enhance services for residents and surrounding County jurisdictions to ensure public safety. Importantly, the Town is divided by a major State Road that serves as the only area evacuation route. It will serve as an emergency management center for the region and vulnerable populations affected by natural disasters or emergencies disasters.

III. SCOPE OF WORK

A. Funds have been allocated to the Recipient for the design and construction of a Bay Harbor Islands Public Safety/Emergency Management Facility (BHIPSEMF). Per Senate Form 2968 and House Fund (HF) 1648 allocated funds are to be used to complete the construction of a new satellite emergency management facility as part of new government complex. The facility will enhance services for residents and surrounding County jurisdictions to ensure public safety. The facility will also house additional emergency power resources for residents and the region. The PCREMLF shall be designed and constructed in accordance with the International Code Council's ICC/NSSA Standard for the Design and Construction of Storm Shelters (ICC 500-2020) or, where hurricane provisions are more stringent, the 2023 Florida Building Code, 8th Edition (Risk Category IV Buildings).

B. Reimbursable costs for the future new BHIPSEMF site work include: architectural and engineering services; construction management services; general conditions; site survey and soil testing; necessary permits and regulatory fees; construction site cut, fill, grading and landscaping; civil, utilities and access driveway and parking site work; site safety, security and soil erosion and sediment control measures; and if applicable, costs associated with Leadership in Energy and Environmental Design (LEED) or Green Globes certification.

C. The BHIPSEMF site work project's measurable outcome is an expansion of Bay Harbor Islands disaster response and relief capacity. Bay Harbor Islands Emergency Management shall have rent-free use of the future new BHIPSEMF for the life of the facility. The Recipient shall submit a binding written statement to the Division that real property improved with funds authorized by this funding agreement (Agreement) shall be dedicated for emergency management purposes from the date of receipt of certificate of occupancy or completion (CO) from the Authority Having Jurisdiction (AHJ) for a period of fifty (50) years, the estimated life of the future new BHIPSEMF, or until the end of the useful life of the facility as agreed to by the Division. The Recipient shall ensure that the future new BHIPSEMF site work completed with the fixed capital outlay funds granted by this Agreement shall be used for the county's future new primary BHIPSEMF.

D. The Recipient agrees to maintain the site work for the future new BHIPSEMF in good repair and functional condition for the life of the work from the date of issue of the AHJ's CO.

E. If the Recipient fails, during the period of time established by this Agreement, to operate, maintain, repair and administer the work in accordance with the purposes for which the funds were originally granted, the Recipient shall return to the Division, no later than upon demand by the Division, an amount calculated as follows:

a. The full amount of the grant funds for the first full year subsequent to the date of issue of the subject site work's CO by the Authority Having Jurisdiction; or,

b. Beginning with the second full year subsequent to the date of issue of the subject site work's CO by the Authority Having Jurisdiction, the amount of the grant less one-and-a-half (1.50) percent for each full year for which the site work was used for such purposes, e.g., Year 2 = $886,500, Year 3 = $873,202.

The determination of Recipient's failure to operate, maintain, repair, and administer the work in accordance with the purposes for which the funds were originally granted is at the sole discretion of the Division.

If the Division and Recipient, through mutual agreement, terminate this Agreement prior to the expiration date, the Recipient shall return to the Division, no later than upon demand by the Division, an amount not less than that calculated by a. or b. above, as applicable.

F. The site work finish grade shall be consistent with the lowest finished floor elevation of the future new BHIPSEMF elevated to or above the higher of the elevations determined by: 1. elevation above mean sea level corresponding to the maximum storm surge inundation, including coastal wave effects, for the emergency shelter location plus 20 percent; 2. 100-year (one percent annual chance) base flood elevation plus three (3) feet; 3. 500-year (0.2 percent annual chance) flood elevation (if determined) plus two (2) feet; and, 4. elevation required by the AHJ for the location.

G. The Recipient shall provide an initial timeline and estimated reimbursement allocation schedule. Table SW-1, "Initial Timeline and Estimated Reimbursement Allocation Schedule" or other similar instrument as approved by the Division may be used.

IV. TASK PRODUCTS

A. Per Scope-of-Work Item III.G, Recipient shall prepare an initial timeline with key milestone activities/tasks schedule, including estimated start and end dates for each activity, and an estimate of state reimbursement request for each activity. Table SW-1 may be used to meet this deliverable.

B. Recipient shall submit a written statement that the funded site work and future new BHIPSEMF shall be dedicated for emergency management purposes as described in III.C.

C. The Recipient shall provide the Division with copies of pertinent site work regulatory reviews and permits, and the Construction Manager's or General Contractor's detailed schedule of work (e.g., Gantt Chart).

D. The Recipient shall provide one (1) copy each of site survey and site master plan for review and comment by the Division.

E. The Recipient shall provide one (1) near bid-ready (approximately 90 percent) set of site work drawings and specifications for review and comment by the Division. The site work documents shall include site survey information, landscaping, civil and utility, and site

access driveway and parking area location drawings and shall be signed by the applicable registered or licensed design professional(s) of record.

F. The site work documents shall demonstrate that the future new BHIPSEMF meets the requirements set forth in Scope of Work Item III.F. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

G. The Recipient shall provide the Division with a copy of photographs of preconstruction site conditions, photographs documenting site work progress and photographs of completed site work; final or as-built site work drawings and specifications with signature of designer(s) of record; and letter from civil engineer of record certifying that work meets specifications of design, or a copy of CO issued by the AHJ.

V. DELIVERABLES

Reimbursement for project costs shall be based on the percentage of completion of the project. Any request for reimbursement shall provide adequate and complete source documentation to support all costs related to the project. In some cases, the project may not be fully complete prior to requesting reimbursement of costs incurred toward completion of this scope-of-work; therefore, a partial reimbursement may be requested. For full or partial reimbursement requests, the Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.

A. Affidavit. The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all the agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, *Application and Certification for Payment*, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, *Continuation Sheet*, or a comparable form approved by the Division.

VI. FINANCIAL CONSEQUENCES

If Recipient fails to comply with any term of the grant, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;

3. Withhold further funding; or,
4. Take other remedies that may be legally available.

VII. SCHEDULE OF WORK

A. By March 31, 2026, the Recipient shall provide the Division with Task Product IV.A for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

B. By March 31, 2026, and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline and submit an invoice for reimbursement for work accomplished in accordance with the Division approved cost reimbursement allocation table referenced in Task Product IV.A.

C. By mutually agreed upon date(s), the Recipient shall provide the Division with Task Products IV.B through E, and Deliverables V.A and B (as applicable) for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

D. By June 30, 2028, the Recipient shall provide a copy of the certificate of occupancy or completion or other appropriate written acceptance of completed work, or certification letter from the civil engineer showing that work meets specification of design, close-out documentation and final payment invoice.

Table SW-1. Initial Timeline and Estimated Reimbursement Allocation Schedule

Project Name: Bay Harbor Islands Public Safety/Emergency Management Facility

PROJECT PHASE	Start Date	End Date	DEM Funds (FY 2025-2026)	Other Funds
Board Contract Approval				
Initial Payment of 20% in first quarter (if requested)				
Architectural & Engineering Services Firm Selection				
Site Survey and Soil Testing				
Spatial Needs Assessment				
Preliminary Design, 80% complete				
Preliminary Design, 100% complete				
Regulatory Review				
Bid Document(s) Development & Award				
Notice to Proceed/Mobilization				
Construction Project Management & Special Inspections				
Civil/Site Work Phase				
Construction 25% Complete				
Construction 50% Complete				
Construction 100% Complete				
Administrative Fees; maximum of 5%				
Sub-Totals			$900,000.00	
TOTAL Estimated Project Cost				

A/E - Architectural and Engineering; DEM – Division of Emergency Management; FY - Fiscal Year

Attachment B

Program Statutes and Regulations

Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475, Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements
Section 553.844, Florida Statutes	Requirements for Roofs and Opening Protection

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or

structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(1) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-l, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(£), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously

unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHP A, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead-based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] ADVANCE REQUESTED **Advance payment of $ _____ is required. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.**

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example **ADMINISTRATIVE COSTS** **(Include Secondary Administration.)**	
For example **PROGRAM EXPENSES**	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

_____

_____

Attachment E

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____
_____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment F

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor, _____, of the Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By: _____ _____
Signature Recipient's Name

_____ _____
Name and Title DEM Contract Number

_____ _____
Street Address Project Number

_____
City, State, Zip

_____
Date

TOWN OF BAY HARBOR ISLANDS
PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Morris (Skip) Miller, Esq., Town Attorney Evelyn Herbello, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	January 14, 2025
SUBJECT:	PUD Overlay Rezoning Application – Bijou Bay Harbor Condominium • Applicant: Bijou Bay Harbor Condominium Association, Inc. • Property: 9521 East Bay Harbor Drive, Lots 3 & 4, Block 1

RECOMMENDATION

Town Council discretion to approve the Planning and Zoning Board recommend APPROVAL to the Town Council of the requested Planned Unit Development (PUD) Overlay for the Bijou Bay Harbor Condominium, subject to the conditions outlined in this report. The PUD provides the necessary legal and procedural framework to impose site-specific conditions that will bring the existing below-grade parking garage into compliance with FEMA floodplain regulations and the Florida Building Code. It also authorizes a minimal, internally-focused non-residential use. This site-specific solution resolves the Certificate of Occupancy impediment while ensuring full life-safety and regulatory compliance.

BACKGROUND

On December 10, 2025, the Town received a formal Letter of Intent and PUD Overlay Application from the Bijou Bay Harbor Condominium Association, Inc., for the property located at 9521 East Bay Harbor Drive. The project, originally approved as a 41-unit residential condominium ("Bijou,"

formerly "La Boutique"), received its final Site Development Plan approval from the Planning and Zoning Board on October 20, 2015 (Resolution No. 2074).

The original 41-unit development required the use of the Town's Transfer of Development Rights (TDR) program to achieve its density. The developer successfully acquired and retired 23 TDR units (18 from private sources and 5 from the Town) to permit the 41 dwelling units. The building is substantially complete and occupied.

The primary impetus for this application is the existence of a below-grade parking garage at the south end of the building. The garage is partially located below the Base Flood Elevation (BFE). Under FEMA regulations and the Florida Building Code, such areas cannot be designated for habitable use and require specific floodproofing, construction, and operational measures to be considered lawful, non-habitable spaces. The as-built garage does not currently have the legally recorded agreements and approved plans demonstrating this compliance, which prevents the issuance of a final Certificate of Occupancy.

The applicant seeks a PUD Overlay rezoning per Town Code Section 23-18 to achieve two primary objectives:

1. To establish a legally binding framework (via recorded conditions) mandating the specific floodproofing measures, operational plans, and use restrictions required to bring the below-grade garage into full compliance with FEMA and the Florida Building Code.

2. To authorize a minor, internal non-residential component (an approximately 36-square-foot office/administrative suite) to facilitate on-site building management and resident services.

This request stems from discussions with Town staff to utilize the PUD mechanism to codify the necessary compliance measures for the built garage.

ANALYSIS

The application has been reviewed for compliance with the PUD standards set forth in Section 23-18 of the Town Code.

A. Project Information & Request:
    - Applicant: Bijou Bay Harbor Condominium Association, Inc.
    - Current Zoning: RM-1 (Multiple Family Residential District)
    - Land Use: MH (Medium-High Density Residential)
    - Request: PUD Overlay to create a site-specific mixed-use district that:
        - Codifies conditions to ensure the below-grade garage complies with FEMA and the Florida Building Code.
        - Permits limited non-residential use (office/administrative suite) of approximately 36.25 sq. ft. at the lobby level.
    - Proposed Conditions: The applicant has submitted a list of proposed operational and use restrictions as part of their application.
B. Compliance with PUD Criteria (Sec. 23-18(e)):
    - Favorable Economic Effect: The PUD will allow the final CO to be issued, stabilizing the property tax base for a completed, occupied building without increasing its physical or use intensity.

- Noise/Traffic: The proposed office use is internal, serves only residents and their guests, and will not generate additional parking demand or late-night traffic. Impact is negligible.
- Public Facilities: No new burden on Town utilities or infrastructure is anticipated, as the building and its systems are complete and occupied.
- Safety: The PUD is the most effective mechanism to legally mandate and record a formal Floodproofing and Operations Plan for the garage. This process, overseen by the Building Official, will institute critical life-safety and flood-resilience measures that are currently not formally documented or enforceable.
- Overcrowding: The request does not propose any additional dwelling units, floor area, or height. It seeks to formalize compliance for existing elements. The project's density was legally established through the TDR program and is not affected by this request.
- Compatibility: The property is adjacent to B-1 (Commercial) zoning to the north and west. Introducing a small, internal non-residential component is consistent with this transitional context.
- Public Benefit/Reasonable Use: The PUD provides a targeted, enforceable pathway to (a) bring a non-compliant structure into full compliance with critical life-safety codes, (b) avoid a broader text amendment to the zoning code, (c) ensure future flood resilience, and (d) provide clear, enforceable operating conditions for the garage and non-residential space.

C. Staff Conditions: Staff concurs with the intent of the applicant's proposed conditions adopting the following refined conditions for inclusion in a Town Council resolution:

1. The PUD Overlay is based on the site plans and building elevations as last approved by the P&Z Board on October 20, 2015, with the below-grade garage as built.
2. The sole non-residential use permitted under this PUD Overlay is limited to an internal office/executive suite for on-site management, leasing, and association activities serving the condominium residents. This use is strictly limited to a maximum of 36.25 square feet as identified in the application.
3. No restaurant, bar, retail, or any other commercial use open to the general public shall be permitted. No outdoor seating, food service, or amplified sound is allowed.
4. Notwithstanding the PUD approval, the building and all its uses, including the permitted non-residential suite, must comply with all applicable provisions of the Florida Building Code and FEMA regulations for mixed-use structures, including but not limited to construction type, fire separation, accessibility, and flood-resistant design. There is no minimum square footage exemption in these codes for commercial uses within a residential building.
5. Prior to the issuance of a Certificate of Occupancy, the owner shall record a deed restriction, in a form acceptable to the Town Attorney, which constitutes the PUD agreement. This agreement shall legally bind the property to an approved Floodproofing and Operations Plan for the below-grade garage, ensuring its classification and use comply with FEMA regulations and the Florida Building Code.
6. The PUD conditions run with the land and are binding on all successors and assigns.

CONCLUSION

The proposed PUD Overlay is the recommended tool to impose the legally binding conditions required to bring the existing below-grade garage into compliance with FEMA floodplain regulations and the Florida Building Code. It represents a practical, enforceable solution to regularize this non-compliant condition. The accompanying minor non-residential use is strictly limited and compatible with the neighborhood. The project's density remains unchanged from its original, TDR-enabled approval. The recommended conditions provide strong, long-term protections for the Town and its residents. Staff finds the request meets the criteria of Section 23-18 and recommends approval.

FINANCIAL ANAYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1. Applicant's Letter of Intent & PUD Application (December 10, 2025)
2. Relevant Excerpts from P&Z Board Approval History (Res. No. 2074, 2015)
3. Site Plan and Elevations

ROBERT L. KAYE, B.C.S.*
MICHAEL S. BENDER, B.C.S.*
JEFFREY A. REMBAUM, B.C.S.*
DEBORAH S. SUGARMAN
ANDREW B. BLACK, B.C.S.*
PETER C. MOLLENGARDEN, B.C.S.*
JEFFREY D. GREEN, B.C.S.**
EMILY E. GANNON
DANIELLE M. BRENNAN, B.C.S.*
KERSTIN HENZE
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LAUREN T. SCHWARZFELD
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BENJAMIN L. HEYDLAUFF
JOSEPH C. STAYANOFF
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ANDREW D. FITZPATRICK
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ANTHONY J. RENALDO
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WITH ADDITIONAL OFFICES IN:
PALM BEACH GARDENS
ORLANDO
TAMPA
MIAMI

*BOARD CERTIFIED SPECIALIST IN CONDOMINIUM AND PLANNED DEVELOPMENT LAW

**BOARD CERTIFIED SPECIALIST IN CONSTRUCTION LAW

RECEIVED
DEC 10 2025
BY:.....

October 3, 2025

Via Email: lnoel@bayharborislands-fl.gov
lbelle@bayharborislands-fl.gov
Lindsley Noel, Town Manager
Lorraina Belle, Town Planner
1030 95th Street
Bay Harbor Islands, FL 33154

Re: LETTER OF INTENT – Bijou Bay Harbor PUD Overlay Application
Property: Bijou Bay Harbor Condominium, 9521 E Bay Harbor Dr, Bay Harbor Islands, FL 33154 (the "Property")

Town Manager Noel and Ms. Belle:

On behalf of Bijou Bay Harbor Condominium Association, Inc. (the "Applicant"), we submit this Letter of Intent to request approval of a Planned Unit Development ("PUD") overlay for the Property pursuant to Sec. 23-18 of the Town Code. This request implements the path discussed with you on September 15, 2025 to resolve the remaining issue preventing issuance of a final Certificate of Occupancy—namely, recognition and regulation of the below-grade parking garage at the south end of the building. The PUD will establish a site-specific, mixed-use framework that lawfully accommodates the existing garage while ensuring full compliance with the Town Code, the Florida Building Code, and applicable FEMA floodplain management requirements (no habitable residential area below the minimum flood elevation; flood-resistant construction and floodproofing for non-residential components; and any additional measures required by the Building Official).

1) PUD Purpose & Concept (Sec. 23-18(a)) The PUD overlay will:

- Convert the project from solely residential (RM-1 context) to a mixed-use building with a limited, ground-level non-residential/commercial component (e.g., the existing

manager's/leasing office and related support area) fronting internal common areas, with no adverse external impacts.

- Formally recognize and regulate the existing below-grade parking as an accessory component within the mixed-use PUD, subject to floodproofing/operational conditions and non-habitable use limitations.
- Provide a site-specific solution—as encouraged by Town staff—rather than a district-wide text change that could unintentionally affect other RM-1 properties.
- Enhance public health, safety, and welfare via codified flood protection measures, life-safety upgrades, and improved circulation/wayfinding.

2) Ownership/Authority (Sec. 23-18(b)). The Property is owned/controlled by the Condominium Association. The Applicant will provide the required owner affidavit and authority to file.

3) Development Parameters (Sec. 23-18(c)):

1. **Contiguity & Zoning Context.** The Property fronts a public street and is contiguous to B-1 commercial uses to the north and west. The immediate area is thus an appropriate setting for a de minimis, internal non-residential component within a PUD.
2. **Public Street Frontage.** The Property fronts 9521 E Bay Harbor Dr., with more than the minimum 150' combined frontage (confirm per survey).
3. **Single Parcel / Unity.** The Property functions as a single development parcel.
4. **Permitted Uses (tailored to site):**
    - **Residential** condominium units (as existing).
    - **Office/Executive/Commercial suite** (limited in size) for onsite management, leasing, association/admin, and resident-serving uses (no late-night/impactful operations).
    - **Accessory parking** (including the existing below-grade garage) with non-habitable designation and floodproofing per applicable codes.
    - **No outdoor restaurant, bar, or high-impact retail** is proposed; any retail-type activity is limited to resident-serving office/admin uses interior to the lobby level.
5. **Single-Phase Plan.** The PUD will be implemented as a single phase recognizing the existing structure and codifying compliance upgrades (see Attachments).

4) Application Procedure Submittals (Sec. 23-18(d)) With the formal application, the Applicant will submit:

1. **Letter of Intent:** (this letter).
2. **Detailed Site Plan:** The attached architectural plans highlight in yellow the area in question. Although the plan label indicates a bathroom, the space is in fact the existing manager's/leasing office. The office measures approximately 36.25 square feet. There will be no additional impact on parking; a reserved manager space already exists, and all activity is limited to resident-serving functions.
3. **Proposed Floor Plans and Elevations:** See Item 2 above.
4. **Uses:** Office/Executive/Commercial suite for onsite management, leasing, association/administrative activities, and resident-serving uses. These uses are for residents

and their guests only, who already have parking allocations, and they do not involve late-night or high-impact operations. The office is already being used for these purposes.

5. **Survey**: See Item 2 above. The Declaration of Condominium functions as the official survey identifying the Office/Executive/Commercial suite.

5) Public Hearing Findings (Sec. 23-18(e)) – Applicant's Demonstration

1. **Favorable Economic Effect.** The PUD enables issuance of a CO, stabilizes the tax base, and supports local spending by fully occupying a completed building without adding intensity beyond what exists today.
2. **Noise/Traffic.** The limited, internal office use will not generate excessive noise or traffic; trip generation is materially lower than typical retail.
3. **Public Facilities.** No undue burden on water/sewer/solid waste/roads is anticipated; the building's infrastructure is already in place and sized for existing use.
4. **Safety.** Floodproofing measures, life-safety systems (egress, emergency power for gates), and operational plans will reduce risk compared to the status quo.
5. **Overcrowding.** The request does not add units or floor area; it re-classifies a very small portion of ground-level space to non-residential and codifies garage use conditions.
6. **Compatibility.** The Property abuts B-1 commercial to the north and west; the PUD's minimal non-residential area is entirely interior and consistent with the area's mixed context.
7. **Public Benefit/Reasonable Use.** The PUD provides a site-specific compliance pathway that (i) addresses FEMA constraints, (ii) avoids a district-wide text change, (iii) secures building code upgrades, and (iv) delivers neighborhood predictability with clear operating conditions.

6) Legal Effect; Conditions (Sec. 23-18(f)). We understand an approved PUD overlay functions as a rezoning and will include conditions. The Applicant proposes the following conditions for the Town's consideration (subject to staff input):

- **Non-Residential Area Cap & Location.** Limit to approximately [–] sq. ft. internal office/admin suite at lobby level (final area to match plans).
- **No High-Impact Uses.** No late-night or amplified-sound uses; no bar, nightclub, or outdoor dining.
- **Flood Compliance.** Recordable restriction that the below-grade garage remains non-habitable, with all floodproofing and operations plan approved by the Building Official (e.g., deployable barriers; signage; emergency power for gate egress; routine maintenance logs).
- **Parking Management.** Onsite parking shall meet code for the combined residential + limited office/admin uses; any changes require staff approval of a parking study or a Council modification.
- **Administrative Changes.** Minor adjustments to restore/upgrade flood or life-safety features may be approved administratively by staff to maintain compliance with evolving codes or FEMA guidance.

If the Town requests, the Applicant will accept a recorded covenant memorializing these conditions.

7) Process & Schedule

- **Transmittal:** Upon staff completeness, we request placement on the October Council agenda (first reading).
- **County Review:** We understand the Town will transmit to Miami-Dade County for the necessary land use map acknowledgment/adjustment; Applicant will promptly pay fees and provide any supporting materials.
- **Notice:** Applicant will assist with 375-ft mailed notice and will conduct neighbor outreach in advance of the hearing.
- **CO Coordination:** Applicant requests concurrent Building Division review of floodproofing/operations to align CO issuance with PUD effectiveness.

We appreciate the Town's collaborative approach and look forward to working with staff to finalize conditions that achieve the Town's objectives while resolving the CO impasse.

Very truly yours,

/Jeffrey D. Green/

JEFFREY D. GREEN, ESQ.

JDG/jn

cc: Board of Directors (Association)
Enclosures: Plans

Complete List of Uses and Square Footage for Each Use

Uses: Office/Executive/Commercial suite for onsite management, leasing, association/administrative activities, and resident-serving uses. These uses are for residents and their guests only, who already have parking allocations, and they do not involve late-night or high-impact operations. The office is already being used for these purposes.

Square Footage: The space measures approximately 36.25 square feet.

INDEX OF DRAWINGS

PRODUCTION ARCHITECT
CHARLES H. BENSON & ASSOCIATES
1665 WASHINGTON AVE., 2 ND FL., MIAMI BEACH, FL. 33139

COVER	RENDERING & CONSULTANTS LIST	
A-0.00	LIST OF DRAWINGS, SITE ANALYSIS, SCHEDULE OF AREAS	
A-0.01	LIFE SAFETY 1ST LEVEL PARKING FLOOR PLAN	3/16" = 1'-0"
A-0.02	LIFE SAFETY 2ND LEVEL PARKING & SITE FLOOR PLAN	3/16" = 1'-0"
A-0.03	LIFE SAFETY 3RD LEVEL UNIT & GYM FLOOR PLAN	3/16" = 1'-0"
A-0.04	LIFE SAFETY 4TH LEVEL UNIT FLOOR PLAN	3/16" = 1'-0"
A-0.05	LIFE SAFETY 5TH – 8TH LEVEL TYPICAL UNIT FLOOR PLAN	3/16" = 1'-0"
A-0.06	LIFE SAFETY 9th LEVEL UNIT FLOOR PLAN	3/16" = 1'-0"
A-0.07	LIFE SAFETY ROOF LEVEL FLOOR PLAN	3/16" = 1'-0"
A-1.01	SITE PLAN	1/8" = 1'-0"
A-1.02	1ST LEVEL PARKING FLOOR PLAN	3/16" = 1'-0"
A-1.03	2ND LEVEL PARKING & LOBBY FLOOR PLAN	3/16" = 1'-0"
A-1.04	3RD LEVEL UNITS & GYM FLOOR PLAN	3/16" = 1'-0"
A-1.05	3RD LEVEL COLUMN LAYOUT FLOOR PLAN	3/16" = 1'-0"
A-1.06	4TH LEVEL UNIT FLOOR PLAN	3/16" = 1'-0"
A-1.07	4TH LEVEL COLUMN LAYOUT FLOOR PLAN	3/16" = 1'-0"
A-1.08	5TH – 8TH LEVEL TYPICAL UNIT FLOOR PLAN	3/16" = 1'-0"
A-1.09	5TH – 8TH COLUMN LAYOUT FLOOR PLAN	3/16" = 1'-0"
A-1.10	9TH TYPICAL UNIT FLOOR PLAN	3/16" = 1'-0"
A-1.11	9TH COLUMN LAYOUT FLOOR PLAN	3/16" = 1'-0"
A-1.12	ROOF LEVEL FLOOR PLANS	3/16" = 1'-0"
A-1.13	ROOF LEVEL KNEE WALL LAYAUT FLOOR PLAN	3/16" = 1'-0"
A-1.14	UPPER ROOF LEVEL FLOOR PLANS, NOTES & DETAIL	3/16" = 1'-0"
A-1.20	ENLARGED STAIR A-H FLOOR PLANS & NOTES	1/4" = 1'-0"
A-1.21	ENLARGED TOILET & MAIL ROOM FLOOR PLANS	1/4" = 1'-0"
A-2.01	REFLECTED CEILING 1ST LEVEL PARKING PLAN	3/16" = 1'-0"
A-2.02	REFLECTED CEILING 2ND LEVEL PLAN/LOBBY	3/16" = 1'-0"
A-2.03	REFLECTED CEILING 3RD LEVEL PLAN	3/16" = 1'-0"
A-2.04	REFLECTED CEILING 4TH LEVEL PLAN	3/16" = 1'-0"
A-2.05	REFLECTED CEILING 5TH – 8TH LEVEL PLAN	3/16" = 1'-0"
A-2.06	REFLECTED CEILING 9TH & ROOF LEVEL PLAN	3/16" = 1'-0"
A-3.01	WEST ELEVATION	1/4" = 1'-0"
A-3.02	SOUTH ELEVATION	1/4" = 1'-0"
A-3.03	EAST ELEVATION	1/4" = 1'-0"
A-3.04	NORTH ELEVATION	1/4" = 1'-0"
A-4.01	SECTION A	1/4" = 1'-0
A-4.02	SECTION B	1/4" = 1'-0"
A-4.03	SECTIONS C	1/4" = 1'-0"
A-4.04	SECTIONS D, D1 & D2	1/4" = 1'-0"
A-4.05	SECTION E	1/4" = 1'-0"
A-4.06	SECTION F & H	1/4" = 1'-0"
A-4.07	SECTIONS G, J & K	1/4" = 1'-0"
A-4.08	SECTIONS L	1/4" = 1'-0"
A-4.09	SECTION M, P, Q ,R1 & R2	1/4" = 1'-0"
A-4.10	DETAILS 1-6	1/2" = 1'-0"
A-4.11	DETAILS 7-12	1" = 1'-0"
A-5.01	STOREFRONT, WINDOW & LOUVER ELEVATIONS	1/4" = 1'-0"
A-5.02	KITCHEN ELEVATIONS	1/4" = 1'-0"
A-5.03	KITCHEN & BATHROOM ELEVATION	1/4" = 1'-0"
A-5.04	BATHROOM ELEVATIONS	1/4" = 1'-0"
A-5.05	BATHROOM ELEVATIONS	1/4" = 1'-0"
A-6.01	HANDICAP DETAILS	N.T.S.
A-6.02	HANDICAP DETAILS	N.T.S.
A-7.01	PARTITION, FIRE PENETRATION, UL DESIGN AND JOIN DETAILS	N.T.S.
A-7.02	DOOR SCHEDULE AND DETAILS	N.T.S.
A-7.03	FINISH SCHEDULE AND DETAILS	N.T.S.
A-8.01	DETAILS	N.T.S.
A-8.02	DETAILS	N.T.S.
A-8.03	DETAILS	N.T.S.
ID-1.01	1ST LEVEL FURNITURE PLAN	3/16" = 1'-0"
ID-1.02	2ND LEVEL FURNITURE PLAN	3/16" = 1'-0"
ID-1.03	3RD LEVEL FURNITURE PLAN	3/16" = 1'-0"
ID-1.04	4RD LEVEL FURNITURE PLAN	3/16" = 1'-0"
ID-1.05	5TH TO 8TH LEVEL TYPICAL UNIT FURNITURE PLAN	3/16" = 1'-0"
ID-1.06	9TH LEVEL FURNITURE PLAN	3/16" = 1'-0"
ID-1.07	ROOF LEVEL FURNITURE PLAN	3/16" = 1'-0"

LANDSCAPE
J F S DESIGN INC.
1833 N.W. 140th TERR., PEMBROKE PINES, FL. 33028

TD-1	TREE DISPOSITION PLAN	1" = 10'
L-1	SITE LANDSCAPE PLAN	1" = 10'
L-2	ROOF LEVEL-POOL LEVELLANDSCAPE PLAN	1" = 10'
LL-1	POOL LEVEL LANDSCAPE LIGHTING PLAN	1" = 10'
IRR-1	SITE IRRIGATION PLAN	1" = 10'
IRR-2	ROOF LEVEL-POOL LEVEL IRRIGATION PLAN	1" = 10'

CIVIL ENGINEER
HOLLAND ENGINEERING, INC.
3900 HOLLYWOOD BLVD, SUITE 303, HOLLYWOOD, FL. 33021

C-1	LEVEL 2 PAVING, GRADING & DRAINAGE PLAN	1" = 10'
C-2	LEVEL 2 WATER $ SEWER PLAN	1" = 10'
C-3	LEVEL 2 PAVEMENT MARKING PLAN	1" = 10'
C-4	STORMWATER POLLUTION PREVENTION PLAN	1" = 10'
C-5	UTILITY DETAILS	1" = 10'
C-6	DRAINAGE DETAILS	1" = 10'
C-7	PAVEMENT MARKING DETAILS	N.T.S.

STRUCTURAL ENGINEER
ARBAB ENGINEERING, INC.
3363 N.E. 163 STREET, SUITE 701, N. M. BEACH, FL. 33160

S-1.0	PILE & GRADE BEAM FRAMING PLAN	3/16" = 1'-0"
S-1.1	1ST LEVEL FLOOR FRAMING PLAN	3/16" = 1'-0"
S-1.2	2ND LEVEL FLOOR FRAMING PLAN	3/16" = 1'-0"
S-1.3	3RD LEVEL FLOOR FRAMING PLAN	3/16" = 1'-0"
S-1.4	4TH LEVEL FLOOR FRAMING PLAN	3/16" = 1'-0"
S-1.5	5TH TO 8TH TYP. FLOOR FRAMING PLAN	3/16" = 1'-0"
S-1.6	9TH FLOOR FRAMING PLAN	3/16" = 1'-0"
S-1.7	ROOF LEVEL FRAMING PLAN	3/16" = 1'-0"
S-1.8	POOL DECK FRAMING PLAN	3/16" = 1'-0"
S-1.9	HIGH ROOF FRAMING PLAN	3/16" = 1'-0"
S-2.1	COLUMN SCHEDULE & DETAILS	1" = 1'-0"
S-2.2	COLUMN SCHEDULE & DETAILS	N.T.S
S-2.3	BEAM SCHEDULE, BEAM SECTIONS & DETAILS	1/2" = 1'-0"
S-2.4	BEAM & STAIR DETAILS	3/4" = 1'-0"
S-2.5	WALL, COLUMN & SLAB DETAILS	3/4" = 1'-0"
S-2.6	PILE CAP & GRADE BEAM DETAILS	1/2" = 1'-0"
S-2.7	ELEVATOR & STAIR PILE CAP DETAILS	1/2" = 1'-0"
S-2.8	PILE DETAILS	1/2" = 1'-0"
S-3.1	SHEAR WALL DETAILS1	1/2" = 1'-0"
S-3.2	SHEAR WALL DETAILS	3/16" = 1'-0"
S-3.3	SHEAR WALL DETAILS	3/16" = 1'-0"
S-3.4	SECTION A	1/2" = 1'-0"
S-3.5	SECTION B	3/16" = 1'-0"
S-3.6	SECTION C	3/16" = 1'-0"
S-3.7	SECTION D	3/16" = 1'-0"
S-3.8	SECTION E & P	3/16" = 1'-0"
S-3.9	SECTION F & G	3/16" = 1'-0"
S-3.10	SECTION H & J	3/16" = 1'-0"
S-3.11	SECTION K, M, Q & R	3/16" = 1'-0"
S-3.12	SECTION L	3/16" = 1'-0"
S-4.1	POST TENSIONS CABLE DETAILS	N.T.S.
S-4.2	SHEAR HEAD & STUDRAILS DETAILS	N.T.S
S-5.1	STRUCTURAL NOTES & DESIGN LOADS	N.T.S.
S-6.1	SOUTH AND WEST ELEVATION WIND PRESSURE	1/4" = 1'-0"
S-6.2	NORTH AND EAST ELEVATION WIND PRESSURE	1/4" = 1'-0"

AQUATIC CONSULTANT
KENNETH R. PFEIFFER, D.Sc., P.E.
8754 S.W. 206 LANE, CUTLER BAY, FL. 33189

POOL-1.0	SITE PLAN & POOL DECK PLAN	VARIES
POOL-2.0	SECTIONS	VARIES
POOL-3.0	POOL EQUIPMENT ROOM LAYOUT	3/8"=1'-0"
POOL-4.0	SECTION & POOL EQUIPMENT SCALE	VARIES

PLUMBING, MECHANICAL & ELECTRICAL
FLORIDA ENGINEERING SERVICES
34 N.W. 168TH STREET, MIAMI FL. 33169

AC-1	H.V.A.C-1ST LEVEL- PARKING	3/16"=1'-0"
AC-2	H.V.A.C-2ND LEVEL- PARKING	3/16"=1'-0"
AC-3	H.V.A.C-3RD LEVEL- GYM/RESIDENTIAL	3/16"=1'-0"
AC-4	H.V.A.C-4TH LEVEL- RESIDENTIAL	3/16"=1'-0"
AC-5	H.V.A.C-5TH-8TH LEVEL- RESIDENTIAL	3/16"=1'-0"
AC-6	H.V.A.C.-9TH LEVEL- RESIDENTIAL	3/16"=1'-0"
AC-7	H.V.A.C.-ROOF LEVEL	3/16"=1'-0"
AC-8	H.V.A.C-UNITS 1, 2, 3	1/4"=1'-0"
AC-9	H.V.A.C-UNITS 4, 5, 6	1/4"=1'-0"
AC-10	H.V.A.C-UNITS PH 1, 2, 3	1/4"=1'-0"
AC-11	H.V.A.C-UNITS PH 4, 5	1/4"=1'-0"
AC-12	H.V.A.C.-SCHEDULES	N.T.S.
AC-13	H.V.A.C.-RISERS	N.T.S.
AC-14	H.V.A.C.-NOTES	N.T.S.
AC-15	H.V.A.C.-DETAILS	N.T.S.
AC-16	H.V.A.C.-DETAILS	N.T.S.
AC-17	H.V.A.C.-SMOKE CONTROL PLAN	N.T.S.

SITE PLAN INFORMATION

SITE ANALYSIS

– LAND USE DESIGNATION:	MH-MEDIUM HIGH DENSITY RESIDENTIAL	
– ZONING CLASSIFICATION:	RM-1 MULTIPLE FAMILY DISTRICT	
– LOT AREA:		
NET LOT AREA:	22,500 SF (0.52 ACRES)	
– DENSITY CALCULATION :	UNITS ALLOW.	UNITS PROV.
34 UNITS/ACRE X 0.52 ACRES	~~17~~ D.U.	~~17~~ D.U.
TDR DU'S REQUESTED	~~18~~	~~24~~ D.U.
		41 UNITS
	MAXIMUM	PROVIDED
– BUILDING HEIGHT:	75'-0"	75'-0
– LANDSCAPE AREA :		
GROSS PERVIOUS AREA:	4,500.00 SF (20%)	4,628 SF (20.57%)
– LOT COVERAGE :		12,653 SF (56.23%)
– PAVED AREA :		5,219 SF (23.20%)
	REQUIRED	PROVIDED
– BUILDING SETBACKS :		
FRONT		
UP TO 30' HIGH	20'-0"	30'-1"
UP TO 45' HIGH	25'-0"	30'-1"
UP TO 75' HIGH	30'-0"	30'-1"
REAR	20'-0"	20'-1"
SIDE INTERIOR		
UP TO 30' HIGH	10'-0"	10'-1"
1'/3' OF HT. (20'MAX.)	25'-0"	25'-0"
FLEX (13 OF BLDG. LENGTH)		
@ NORTH (0.33 X 99'-10")	33'-3"	25'-4"
@ WEST (0.33 X 129'-10")	43'-3"	25'-0"
@ SOUTH (0.33 X 99'-10")	33'-3"	25'-4"
– PARKING :		
2/DWELLING UNITS X 41 UNITS	82 SPACES	82 SPACES
– STORAGE :		
1/DWELLING UNIT @ 25 SF.	41 STORAGES	41 STORAGES
– BASE FLOOD ELEVATION :	10'-0" NGVD	
TOTAL CONSTRUCTION AREA		116,587 SF

PROJECT INFORMATION

SCOPE OF WORK PER F.B.C.:

THIS IS A NEW APARTMENT BUILDING EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM.

CONSTRUCTION TYPE PER SECS. 602 : CONSTRUCTION TYPE I-B

OCCUPANCY CLASSIFICATION : RESIDENTIAL R-2 (F.B.C. TABLE 302.1.1)

CODE REVIEW INFORMATION:

APPLICABLE CODES:
ALL WORK DONE UNDER THIS CONTRACT SHALL COMPLY WITH THE PROVISIONS OF THE SPECIFICATIONS, DRAWINGS & CONSTRUCTION CRITERIA OF THE OWNER, AND SHALL SATISFY ALL APPLICABLE CODES, ORDINANCES, AND REGULATIONS OF ALL GOVERNING BODIES INVOLVED. ANY MODIFICATIONS TO THE CONTRACT WORK REQUIRED BY SUCH AUTHORITIES SHALL BE PERFORMED BY CONTRACTOR. ALL PERMITS AND LICENSES NECESSARY FOR THE EXECUTION OF THE WORK SHALL BE SECURED AND PAID FOR BY THE CONTRACTOR(S). APPLICABLE CODES INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

APPLICABLE BUILDING CODES:

BUILDING & STRUCTURAL:	2010 – FLORIDA BUILDING CODE
PLUMBING:	2010 – FLORIDA PLUMBING CODE
LIFE SAFETY:	2013 – FLORIDA FIRE PREVENTION CODE 2012 – NFPA 101
MECHANICAL:	2010 – FLORIDA MECHANICAL CODE
ELECTRICAL:	2008 – NATIONAL ELECTRICAL CODE
ACCESSIBILITY	2010 – FLORIDA ADA COMPLIANCE CODE
ENERGY:	2010 – FLORIDA ENERGY CODE

LOCATION MAP
N.T.S.

LEGAL DESCRIPTION:
LOTS 3 AND 4, INCLUDING THE WEST 11 FEET OF BLOCK 1, BAY HARBOR ISLAND, RECORDED IN P.B 46 AT PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SCHEDULE OF AREAS

		REQ. NET AREA PER UNIT	PROV. NET AREA PER UNIT	GROSS AREA
LEVEL 1				
PARKING				10,640
CIRCULATION & SERVICES				1,549
TOTAL				12,189
LEVEL 2				
PARKING				6,396
CIRCULATION & SERVICES				5,884
TOTAL				12,280
LEVEL 3				
UNIT #1 – 1 BEDROOM , 1 DEN , 2 BATH	900			1,144
UNIT #2 – 2 BEDROOM , 1 DEN , 2.5 BATH	1,150			1,772
UNIT #3 – 2 BEDROOM , 1 DEN , 3 BATH	1,150			1,408
UNIT #4 – 3 BEDROOM , 3.5 BATH	1,350			2,175
UNIT #5 – STUDIO , 1 BATH	750			868
UNIT #6 – 1 BEDROOM , 1.5 BATH	900			1,022
TOTAL SELLABLE AREA				8,389
CIRCULATION, GYM & SERVICES				1,340
OPEN & ENCLOSED STAIRCASES				339
PRIVATE TERRACES				3,417
TOTAL				13,484
LEVEL 4				
UNIT #1 – 1 BEDROOM , 1 DEN , 2 BATH	900			1,101
UNIT #2 – 2 BEDROOM , 1 DEN , 2.5 BATH	1,150			1,772
UNIT #3 – 2 BEDROOM , 1 DEN , 3 BATH	1,150			1,408
UNIT #4 – 3 BEDROOM , 3.5 BATH	1,350			2,184
UNIT #5 – 1 BEDROOM , 1 DEN , 2 BATH	900			1,031
UNIT #6 – 1 BEDROOM , A DEN , 2 BATH	900			1,069
TOTAL SELLABLE AREA				8,565
CIRCULATION & SERVICES				1,034
OPEN STAIRCASES & EYEBROWS				351
BALCONIES				1,148
TOTAL				11,098
LEVEL 5				
TOTAL SELLABLE AREA (SAME AS PER LEVEL 4)				8,565
CIRCULATION & SERVICES				1,075
OPEN STAIRCASES & EYEBROWS				355
BALCONIES				1,233
TOTAL				11,228
LEVEL 6				
TOTAL SELLABLE AREA (SAME AS PER LEVEL 4)				8,565
CIRCULATION & SERVICES				1,081
OPEN STAIRCASES & EYEBROWS				355
BALCONIES				1,189
TOTAL				11,190
LEVEL 7				
TOTAL SELLABLE AREA (SAME AS PER LEVEL 4)				8,565
CIRCULATION & SERVICES				1,088
OPEN STAIRCASES & EYEBROWS				355
BALCONIES				1,233
TOTAL				11,241
LEVEL 8				
TOTAL SELLABLE AREA (SAME AS PER LEVEL 4)				8,565
CIRCULATION & SERVICES				1,095
OPEN STAIRCASES & EYEBROWS				355
BALCONIES				1,189
TOTAL				11,204
LEVEL 9				
UNIT #1 – 1 BEDROOM , 1 DEN , 2 BATH	900			1,101
UNIT #2 – 2 BEDROOM , 1 DEN , 3.5 BATH	1,350			2,137
UNIT #3 – 2 BEDROOM , 1 DEN , 2.5 BATH	1,150			2,040
UNIT #4 – 3 BEDROOM , 1 DEN , 3.5 BATH	1,350			2,114
UNIT #5 – 1 BEDROOM , 1 DEN , 2 BATH	900			1,101
TOTAL SELLABLE AREA				8,493
CIRCULATION & SERVICES				1,177
OPEN STAIRCASE				355
BALCONIES				1,229
TOTAL				11,254
ROOF LEVELS				
CIRCULATION & SERVICES				720
POOL DECK, PLANTERS, CATWALK & STAIRS				8,386
ROOF (PH BALCONY COVERS)				2,053
UPPER ROOF				906
TOTAL				12,065
TOTAL SELLABLE AREA	41	(1,456 SF AVERAGE)		59,707 SF
TOTAL BALCONY AREA				10,538 SF
TOTAL CONSTRUCTION AREA				117,233 SF

P-1	PLUMBING– 1ST LEVEL– PARKING	3/16"=1'-0"
P-2	PLUMBING– 2ND LEVEL– PARKING	3/16"=1'-0"
P-3	PLUMBING– 3RD LEVEL– RESIDENTIAL	3/16"=1'-0"
P-4	PLUMBING– 4TH LEVEL– RESIDENTIAL	3/16"=1'-0"
P-5	PLUMBING– 5TH–8TH– RESIDENTIAL	3/16"=1'-0"
P-6	PLUMBING– 9TH – RESIDENTIAL	3/16"=1'-0"
P-7	PLUMBING– ROOF LEVEL	3/16"=1'-0"
P-8	PLUMBING– UNITS 1, 2, 3	1/4"=1'-0"
P-9	PLUMBING– UNITS 4, 5, 6	1/4"=1'-0"
P-10	PLUMBING– UNITS PH 1, 2, 3	1/4"=1'-0"
P-11	PLUMBING– UNITS PH 4, 5	1/4"=1'-0
P-12	PLUMBING– VERTICAL SANITARY RISERS	N.T.S.
P-13	PLUMBING– VERTICAL WATER AND CD RISERS	N.T.S.
P-14	PLUMBING– HORIZONTAL WATER DIAGRAM	N.T.S.
P-15	PLUMBING– HORIZONTAL SANITARY RISER	N.T.S.
P-16	PLUMBING– STORM WATER RISER	N.T.S.
P-17	PLUMBING– GAS RISER	N.T.S.
P-18	PLUMBING– SCHEDULES	N.T.S.
P-19	PLUMBING– DETAILS AND SCHEDULES	N.T.S.
P-20	PLUMBING– DIESEL FUEL PIPING	N.T.S.
E-1	1ST LEVEL PARKING	3/16"=1'-0"
E-1.1	1ST LEVEL PARKING PHOTOMETRIC	3/16"=1'-0"
E-1.2	1ST LEVEL PARKING EMRG. PHOTOMETRIC	3/16"=1'-0"
E-2	2ND LEVEL PARKING	3/16"=1'-0"
E-2.1	2ND LEVEL PARKING PHOTOMETRIC	3/16"=1'-0"
E-2.2	2ND LEVEL PARKING EMRG. PHOTOMETRIC	3/16"=1'-0"
E-3	3RD LEVEL	3/16"=1'-0"
E-4	4TH LEVEL	3/16"=1'-0"
E-5	5TH–8TH TYPICAL LEVELS	3/16"=1'-0"
E-6	9TH LEVEL	3/16"=1'-0"
E-7	ROOF LEVEL	3/16"=1'-0"
E-8	UNITS 1,2,3	1/4"=1'-0"
E-9	UNITS 4,5,6	1/4"=1'-0"
E-10	UNITS PH1,2,3	1/4"=1'-0"
E-11	UNITS PH4,5	1/4"=1'-0"
E-12	ELECTRICAL RISER DIAGRAM	N.T.S
E-13	ELECTRICAL PANELS	N.T.S
E-14	FIRE ALARM RISER DIAGRAM	N.T.S
E-15	FIRE ALARM NOTES	N.T.S
E-16	COMMUNICATION RISER DIAGRAM	N.T.S
E-17	ELECTRICAL NOTES & LEGEND	N.T.S

SP-1	FIRE PROTECTION –1ST LEVEL PARKING	3/16"=1'-0"
SP-2	FIRE PROTECTION–2ND LEVEL– PARKING	3/16"=1'-0"
SP-3	FIRE PROTECTION–3RD LEVEL – GYM/UNITS	3/16"=1'-0"
SP-4	FIRE PROTECTION–4TH LEVEL– UNITS	3/16"=1'-0"
SP-5	FIRE PROTECTION–5TH–8TH TYPICAL LEVELS– UNITS	3/16"=1'-0"
SP-6	FIRE PROTECTION– 9TH LEVEL & POOL DECK	3/16"=1'-0"
SP-7	FIRE PROTECTION– ROOF LEVEL	3/16"=1'-0"
SP-8	FIRE PROTECTION– UNITS 1, 2, 3	1/4" =1'-0"
SP-9	FIRE PROTECTION– UNITS 4, 5, 6	1/4" =1'-0"
SP-10	FIRE PROTECTION– UNITS PH 1, 2, 3	1/4" =1'-0"
SP-11	FIRE PROTECTION– UNITS 4, 5	1/4" =1-0"
SP-12	FIRE PROTECTION– SPRINKLER RISER DIAGRAM	NTS
SP-13	FIRE PROTECTION– NOTES AND DETAILS	NTS

SHOP DRAWINGS & CALCULATIONS FOR ITEMS BELOW UNDER SEPARATE PERMIT & NOA

- RAILINGS AND HAND RAILINGS
- GLASS RAILINGS
- KITCHEN AND BATHROOM CABINETS
- STOREFRONTS, WINDOWS & LOUVERS
- SWIMMING POOL & EQUIPMENT
- PAD MOUNTED TRANSFORMER
- SIGN PACKAGE
- PORTE COCHERE ALUM. & GLASS STRUCTURE
- POOL GATES
- FIRE ALARM
- FIRE SPRINKLER
- POST TENSION CABLING
- GREEN WALL STRUCTURE
- ROOF LIGHTWEIGHT CONCRETE
- A/C STANDS
- SHIPS LADDER
- TENANT STORAGE
- GARAGE DOOR
- ROOFING SYSTEM
- GENERATOR

SHOP DRAWINGS/SUBMITTALS

1. GENERAL CONTRACTOR SHALL SUBMIT 6 COPIES OF SHOP DRAWINGS TO THE ARCHITECT FOR APPROVAL PRIOR TO ORDERING OR FABRICATION.
2. THE GENERAL CONTRACTOR SHALL SUBMIT MANUFACTURER'S CUTS FOR ALL FIXTURES AND EQUIPMENT CALLED FOR ON THE CONSTRUCTION DOCUMENTS TO ARCHITECT INCLUDING, BUT NOT LIMITED TO LIGHT FIXTURES, HARDWARE, PLUMBING FIXTURES, KITCHEN EQUIPMENT, ETC.
3. BY SUBMITTING SHOP DRAWINGS AND PRODUCT DATA, THE CONTRACTOR REPRESENTS THAT HE/SHE HAS VERIFIED FIELD CONDITIONS, DIMENSIONS, AND RELATED CONSTRUCTION AND HAS COORDINATED THE SUBMISSION CONSTRUCTION WITH THE REQUIREMENTS OF ALL OTHER RELATED WORK IN THE CONSTRUCTION DOCUMENTS.

THRESHOLD BUILDING
TO THE BEST OF MY KNOWLEDGE THESE PLANS COMPLY WITH THE MINIMUM OF THE FLORIDA BUILDING CODE, 2010 EDITION

ISSUED FOR PERMIT 05/11/2015
ISSUED FOR BIDDING 05/25/2015
ISSUED FOR CONSTRUCTION

CLIENT
JCG BAY HARBOR, LLC.
1001 BRICKELL BAY DRIVE, SUITE 2116
MIAMI, FLORIDA 33131
T 305.740.1960

DESIGN ARCHITECT
REVUELTA ARCH. INTERN.
3950 SW 27th AVENUE, SUITE 110
MIAMI, FLORIDA 33133
T 305.590.9000 / F. 305.590.9040

CIVIL ENGINEERS
HOLLAND ENGINEERING, Inc.
3900 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33021
T 954.367.0371 / F 954.367.0372

STRUCTURAL ENGINEERS
ARBAB ENGINEERING, Inc
3363 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
T 305.940.3088 / F 305.940.3073

M/E/P ENGINEERS
Florida Engineering Services
34 NW. 168th Street
NORTH MIAMI BEACH, FL 33169
T 305.653.0212

LANDSCAPE ARCHITECT
J.F.S. DESING Inc.
1833 NW 140TH TERR.
PEMBROKE PINES, FL 33028
T 954.447.1822 / F 305.855.0742

Project:
BIJOU
9501 EAST BAY HARBOR DRIVE BAY HARBOR ISLAND / FLORIDA 33154

ARCHITECT OF RECORD
CHARLES H. BENSON & ASSOCIATES ARCHITECTS, P.A.
interiors planner architect
1665 WASHINGTON AVE., 2nd FLOOR MIAMI BEACH, FLORIDA 33139
T 305.532.6161 / F 305.532.6151
ARCHITECTURAL LICENSE No. AR 14022
NCARB CERTIFICATE No. 42,138

Seal
STATE OF FLORIDA CHARLES H. BENSON
MAY 25 2016
AR0014022
REGISTERED ARCHITECT

THESE DRAWINGS AND COPIES THEREOF FURNISHED BY THE ARCHITECT ARE THE PROPERTY OF MESSRS. H. LEVY, LTD., THEY ARE NOT TO BE USED ON OTHER WORK AND ARE TO BE RETURNED UPON DEMAND AT THE COMPLETION OF WORK.

Revised:

INDEX OF DWG'S
SITE ANALYSIS
LOCATION MAP
AREAS

21504 | 5/15/2015

A-0.00

LEGEND

SYMBOL	DESCRIPTION
	# OF OCCUPANTS THIS ROOM
	DIRECTION OF REQUIRED EGRESS
	CUMULATIVE # OF OCCUPANTS ALONG THIS REQUIRED PATH OF EGRESS
FH	FHMC HARDWARE
90	90 MIN. "B" LABEL DOOR NON-CLOSED
45	45 MINUTE "B" LABEL DOOR WITH CLOSER
60	60 MINUTE "C" LABEL DOOR WITH CLOSER
FE 10	FIRE EXTINGUISHER CABINET INSTALLED AT 60" AFF.
	4' FLUORESCENT LIGHT FIXTURE WET LOCATION W/90 MIN. EMERGENCY BATTERY BACK UP
	4' FLUORESCENT LIGHT FIXTURE W/90 MIN. EMERGENCY BATTERY BACK UP
	4'/8' FLUORESCENT LIGHT FIXTURE WET LOCATION
	LITHONIA DLS05 (8W/SMILED 11.2W LED 120 VOLTS WALL DECO, WALL SCONCE @ CLOSETS
	CAPR7S-XX'-WW, 12 LED 1.5W 12V INDOOR STANDARD
MC	MT-3.5201SW-W-927-BK 2 LIGHTS 120V 927 COLOR TEMP BK
	ACTHER 3.5"LED SHALLOW HOUSING HR-3LED-HO0A-F-27/WH-3LED-1720-MT SQUARE 120V 22.5W
	H30EM-3011WHWD 120V 1508 LUMENS
	LB10D INDOOR SINGLE COLOR SERIES 12V 127 LUM 1.5W – UL
	OFFSET ROUND LED SURFACE MOUNT 20W 2700 LUM
	LED OUTDOOR SCONCE LUMINAIRE WS-W1724 33W 120V LED LUMENS 1546
	LED 6IC STEP LIGHT WL-LND100-C 120V
EM	DSXHO LITHONIA 20 LED WALL LUMINAIRE WITH 90' EMERGENCY BATTERY BACK UP
EM	DSXHO LITHONIA 30 LED WALL LUMINAIRE WITH 90' EMERGENCY BATTERY BACK UP
	EXIT SIGN W/90 MIN. BATTERY BACK UP
	EXIT SIGN W/90 MIN. BATTERY BACK UP (WALL MOUNTED)

BUILDING DATA & CODE SUMMARY

1. NUMBER OF FLOORS: 7 OCCUPIED FLOORS
2. CONSTRUCTION: TYPE I-B SPRINKLERED
3. OCCUPANCY: RESIDENTIAL R2 (F.B.C. TABLE 302.1.1)
4. SCOPE OF WORK: NEW APARTMENT BUILDING
5. SPRINKLER SYSTEM: YES, BUILDING EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM.
6. FIRE ALARM SYSTEM: YES.
7. NUMBER OF STAIRS: 2 STAIRS
8. NUMBER OF ELEVATORS: 2 ELEVATORS.
9. STAIR ENCLOSURES: STAIRS ARE OPEN TO THE EXTERIOR

GENERAL NOTES

- ALL FLOOR FINISHES TO BE SLIP RESISTANT TO 0.6 STATIC COEFFICIENT OF FRICTION ON ACCESSIBLE ROUTES AND 0.8 ON RAMPS.
- MAXIMUM CHANGE OF ELEVATION AT ALL BUILDING INGRESS/EGRESS DOORS (INCLUDING THRESHOLDS) SHALL BE NOT EXCEED ½"
- FIRE CODES IN EFFECT: FLORIDA FIRE PREVENTION CODE (FFPC) 2010 EDITION WITH COUNTY AMENDMENTS, WHICH INCLUDES NFPA 101, 2010 EDITION, NFPA 1, 2010 EDITION & STATE STATUTES.

DOORS

ALL DOORS IN THE MEANS OF EGRESS SHALL BE SINGLE ACTION RELEASE AND SHALL NOT REQUIRE THE USE OF A KEY, TOOL OR SPECIAL KNOWLEDGE.

FIRE EXTINGUISHER

PROVIDE ABC TYPE "2A" RATED FIRE EXTINGUISHER AS SHOWN ON PLAN. EXTINGUISHER SHALL BE MOUNTED AT 48" A.F.F. TO TOP OF HANDLE, NOT TO EXCEED 75' TRAVEL DISTANCE, AND THEY WILL BE CURRENTLY TAGGED BY A LICENSED FIRE EQUIPMENT COMPANY.

Occupant Load based on Table 7.3.1.2 OF FLORIDA FIRE PREVENTION CODE 2010 Table 1004.1.1 FLORIDA BUILDING CODE 2010

RESIDENTIAL/STORAGE/ASSEMBLY

			PROVIDED
1st LEVEL PARKING			
PARKING	8636.28 SF	/200	43
STORAGE	479.07 SF	/300	2
TOTAL			45
2ND LEVEL PARKING			
ASSEMBLY (LOBBY)	GRS OR SF	/15	48
LOUNGE	913.00 SF	/15	61
STORAGE	1097.32 SF	/300	4
PARKING	5980.22 SF	/200	29
TOTAL			130
3rd LEVEL			
RESIDENTIAL	8,883.72 SF	/200	45
GYM	188.92 SF	/50	4
TOTAL			49
4th LEVEL			
RESIDENTIAL	8,891.88 SF	/200	45

			PROVIDED
5th THRU 8th LEVEL			
RESIDENTIAL	8,891.88 SF	/200 x 4	180
9th LEVEL			
RESIDENTIAL	8,857.13 SF	/200	45
STORAGE	40.28 SF	/300	1
TOTAL			46
ROOF LEVEL			
SWIMMING POOL	648.75 SF	/50	13
HOT TUB	153 SF	/50	3
POOL DECK	1481 SF	/30	49
STANDING AREA	392 SF	/7	56
SEATING AREA (LOOSE)	836 SF	/15	55
SEATING AREA (FIXED)	128" LI	/18"	14
TOTAL			190
GRAND TOTAL			694

MINIMUM INTERIOR FINISH CLASSIFICATION (FLORIDA FIRE PREVENTION CODE)

OCCUPANCY	EXIT ENCLOSURES	LOBBIES/CORRIDORS	OTHER SPACES
RESIDENTIAL R-2	A	A OR B	A, B OR C
ASSEMBLY	A	A OR B	A, B OR C
STORAGE	A OR B	A OR B	A, B OR C

(a) CLASS A INTERIOR WALL AND CEILING FINISH.
FLAME SPREAD 0-25, SMOKE DEVELOPMENT 0-450. INCLUDES ANY MATERIAL CLASSIFIED AT 25 OR LESS ON THE FLAME SPREAD TEST SCALE AND 450 OR LESS ON THE SMOKE TEST SCALE. ANY ELEMENT THEREOF, WHEN SO TESTED, SHALL NOT CONTINUE TO PROPAGATE FIRE.

(b) CLASS B INTERIOR WALL AND CEILING FINISH.
FLAME SPREAD 26-75, SMOKE DEVELOPMENT 0-450. INCLUDES ANY MATERIAL CLASSIFIED AT MORE THAN 25 BUT NOT MORE THAN 75 ON THE FLAME SPREAD TEST SCALE AND 450 OR LESS ON THE SMOKE TEST SCALE.

(c) CLASS C INTERIOR WALL AND CEILING FINISH.
FLAME SPREAD 76-200, SMOKE DEVELOPMENT 0-450. INCLUDES ANY MATERIAL CLASSIFIED AT MORE THAN 75 BUT NOT MORE THAN 200 ON THE FLAME SPREAD TEST SCALE AND 450 OR LESS ON THE SMOKE TEST SCALE.

TYPE OF OCCUPANCY	TABLE 1005.1 FBC: EGRESS WIDTH PER OCCUPANT (in) UNSPRK.	LEVEL	STAIRS	NFPA CHAPTERS 31, 39 & 42: COMMON PATH, TRAVEL DISTANCE, DEAD END LENGTH: COMMON PATH LIMIT (ft)	MAX. TRAVEL DIST. TO EXIT (ft)	UNSPRK.	SPRK.	MAXIMUM DEAD END CORRIDOR LENGTH (ft)	UNSPRK.	SPRK.
New Apartment Building	0.2	0.3	25	(50)	150	(200)	20	(2)		
New Apartment Building **	0.2	0.3			75	(125)				
Assembly	0.2	0.3	75	(75)	200	(250)	20	(50)		
Storage-Parking	0.2	0.3	50	(50)	150	(200)	50	(50)		

** WITHIN DWELLING UNIT
BUILDING PROTECTED THROUGHOUT BY AN APPROVED AUTOMATIC SPRINKLER SYSTEM.

TABLE 1021.1 FBC

MIN. NUMBER OF EXITS FOR OCCUPANT LOAD		
OCCUPANT LOAD (PERSONS PER STORY)	MIN. NUMBER PER EXITS REQUIRED (PER STORY)	NUMBER OF EXITS PROVIDED (PER STORY)
1-500	2	4

AREAS ACCESSIBLE TO PEOPLE WITH SEVERE MOBILITY IMPAIRMENT SHALL HAVE NOT LESS THAN TWO ACCESSIBLE MEANS OF EGRESS PER FBC 724.1

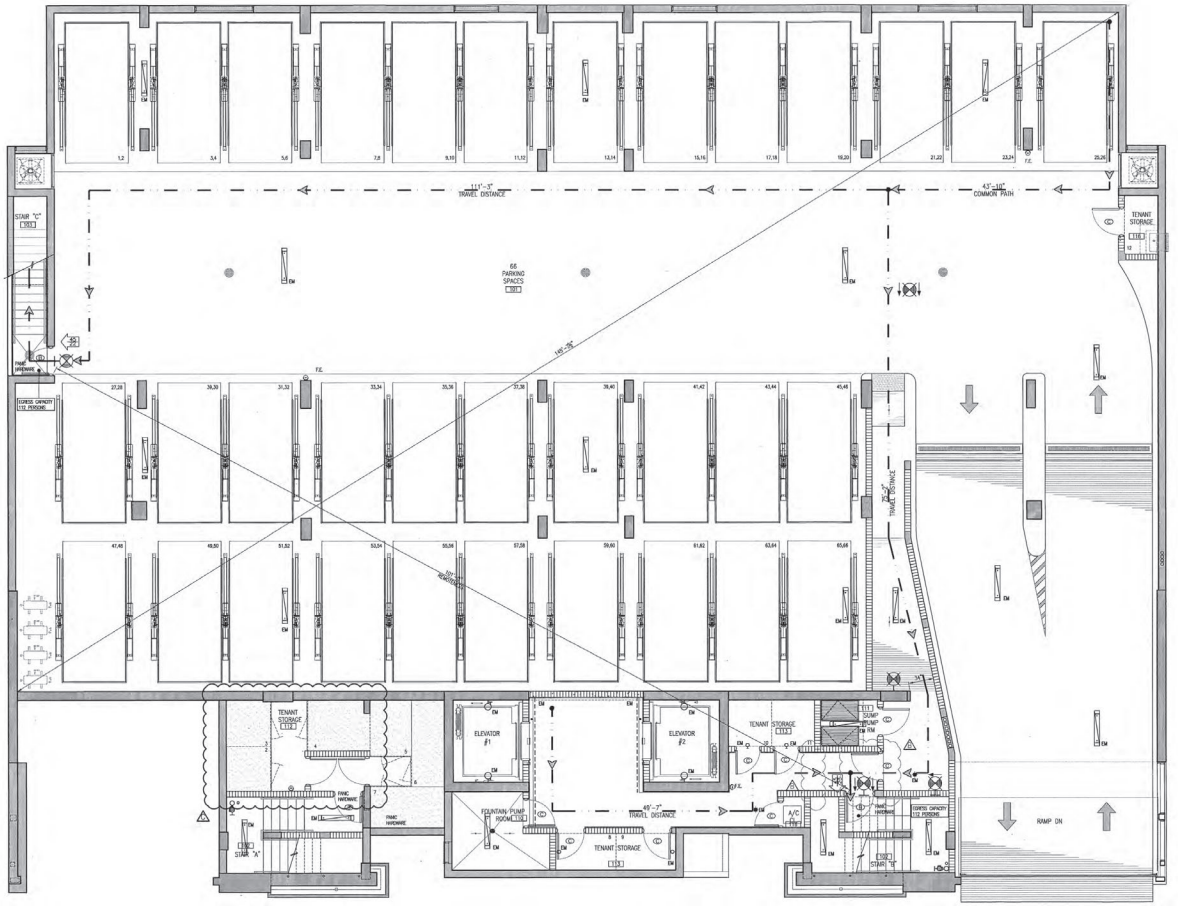
FIRE RESISTANCE RATING BASED ON TABLE 601 & 602 F.B.C. 2010

STRUCTURAL ELEMENT	TYPE I (B)
PRIMARY STRUCTURAL FRAME*	2
BEARING WALLS	
EXTERIOR	3
INTERIOR	3
NONBEARING WALLS & PARTITIONS	
EXTERIOR (<5'=<10)	3
INTERIOR	0
FLOOR CONSTRUCTION & SECONDARY MEMBERS**	2
ROOF CONSTRUCTION & SECONDARY MEMBERS**	1

* PRIMARY STRUCTURAL FRAME:
SHALL INCLUDE ALL OF THE FOLLOWING STRUCTURAL MEMBERS:
1. COLUMNS.
2. STRUCTURAL MEMBERS HAVING CONNECTIONS TO THE COLUMNS, INCLUDING GIRDERS, BEAMS, TRUSSES AND SPANDRELS.
3. MEMBERS OF THE FLOOR CONSTRUCTION AND ROOF CONSTRUCTION HAVING CONNECTIONS TO THE COLUMNS AND GIRDERS.
4. BRACING MEMBERS THAT ARE ESSENTIAL TO THE VERTICAL STABILITY OF THE PRIMARY STRUCTURAL FRAME UNDER GRAVITY LOADS, REGARDLESS OF WHETHER PART OF THE PRIMARY STRUCTURAL FRAME, AND WHETHER OR NOT THE BRACING MEMBER CARRIES GRAVITY LOADS.

** SECONDARY STRUCTURAL FRAME:
SHALL BE CONSIDERED SECONDARY MEMBERS AND NOT PART OF THE PRIMARY STRUCTURAL FRAME:
1. STRUCTURAL MEMBERS NOT HAVING DIRECT CONNECTIONS TO THE COLUMNS.
2. MEMBERS OF THE FLOOR CONSTRUCTION NOT HAVING DIRECT CONNECTIONS TO THE COLUMNS, AND,
3. BRACING MEMBERS OTHER THAN THOSE THAT ARE PART OF THE PRIMARY STRUCTURAL FRAME.

"RFV ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING "ACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.



LIFE SAFETY
1st LEVEL PARKING
FLOOR PLAN
SCALE: 3/64" = 1'-0"

FIRE EXTINGUISHERS SHALL BE INSTALLED PER NFPA 10.

APPROVED
MIAMI-DADE COUNTY FIRE DEPARTMENT
FIRE PERMIT ✓ FIRE ALARM
FIRE SUPPRESSION STATION NUMBER
DATE 6/8/17 BY JR

THRESHOLD BUILDING
TO THE BEST OF MY KNOWLEDGE THESE PLANS COMPLY WITH THE MINIMUM OF THE FLORIDA BUILDING CODE, 2010 EDITION

ISSUED FOR PERMIT 05/11/2015
ISSUED FOR BIDDING 05/25/2016
ISSUED FOR CONSTRUCTION

CLIENT
JCG BAY HARBOR, LLC.
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Project:
BIJOU
9521 EAST BAY HARBOR DRIVE BAY HARBOR ISLAND, FLORIDA 33154

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interiors planner architect
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ARCHITECTURAL LICENSE No. AR 14022
NCARB CERTIFICATE No. 42,196

Seal
STATE OF FLORIDA CHARLES H. BENSON LICENSED ARCHITECT
MAY 9 2017
AR0014022

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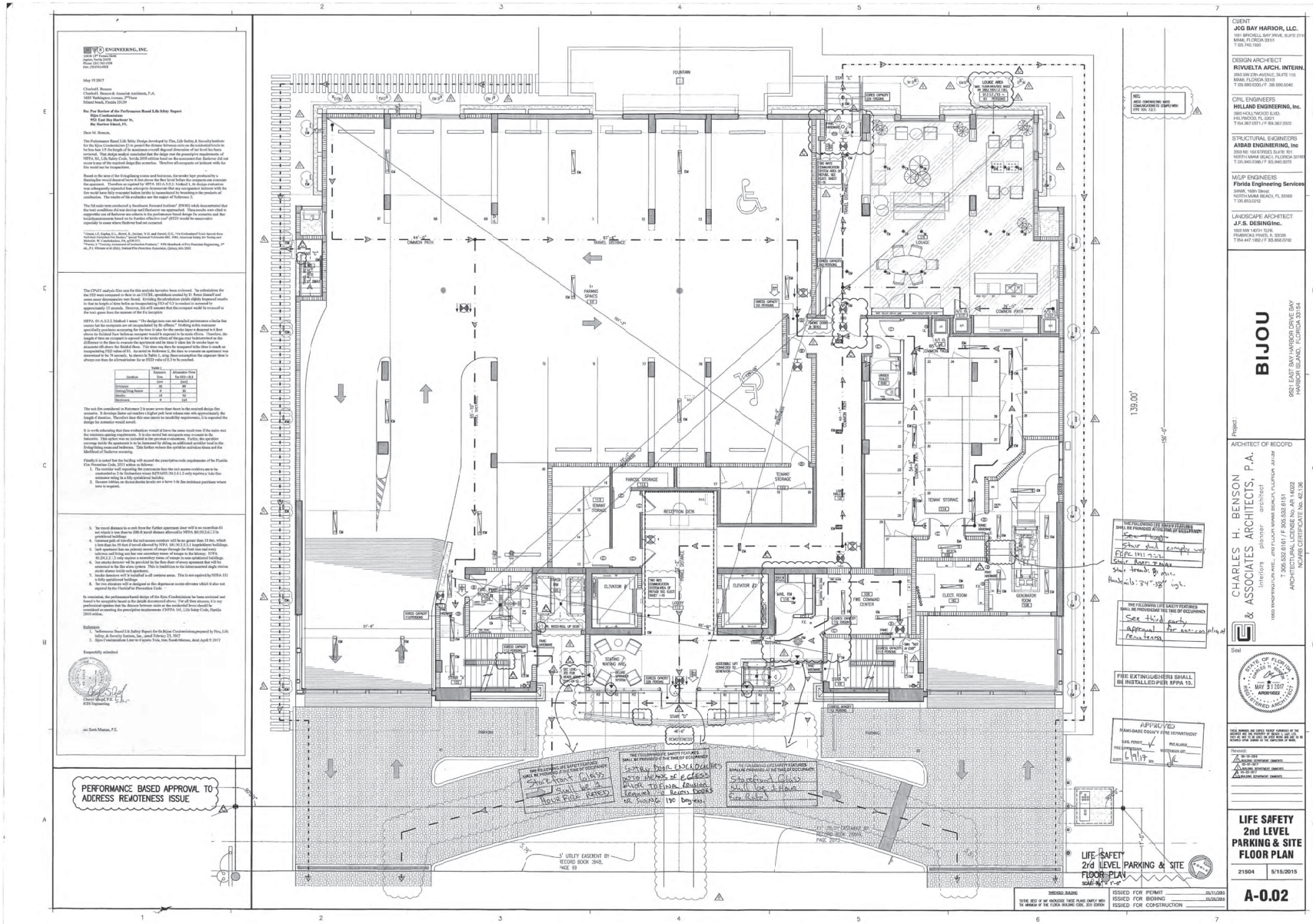
Revised:
1. 06-16-2016 BUILDING DEPARTMENT COMMENTS.
2. 08-31-2016 BUILDING DEPARTMENT COMMENTS.
3. 09-23-2016 BUILDING DEPARTMENT COMMENTS.

LIFE SAFETY 1st LEVEL PARKING FLOOR PLAN

21504 | 5/15/2015

A-0.01



HTG ENGINEERING, INC.
Holland Tanner Group
14850 12th Terrace East
Jupiter, Florida 33478
Tel: (561)745-0555
Fax: (561)745-0028

May 19 2017

Chatzell. Benson
Chatzell. Benson & Associate Architects, P.A.
1680 Washington Avenue, 2nd Floor
Miami beach, Florida 33139

Re: Peer Review of the Performance Based Life Safety Report
Bijou Condominium
9521 East Bay Harbour Dr,
Bay Harbor Island, FL.

Dear M. Benson,

The Performance Based Life Safety Design developed by Fire, Life Safety, & Security Institute for the Bijou Condominium [1] to protect the climate between exits on the residential levels to the exits in the event of fire has been reviewed. The methodology and results of the report are reviewed. That design analysis concludes that the design met the prescriptive requirements of NFPA 101, Life Safety Code, but the 2009 edition based on the assessment that flashover did not occur in any of the required design fire scenarios. Therefore all occupants set inclusive with fire fire would not be incapacitated.

Based on the area of the living/dining rooms and bedrooms, the smoke layer produced by a flaming fire would descend below 6 feet above the floor level before the occupants can evacuate the apartment. Therefore as required by NFPA 101 6.3.2.2. Method 1, tri design evaluation was subsequently expanded base asleeping to demonstrate that any occupancy inclusive with fire fire would have fully evacuated before he/she is incapacitated by breathing in the products of combustion. The results of the evaluations are the output of Substance 2.

The full scale tests conducted a Southwest Research Institute[2] (SWRI) which documentated that the tenit conditions did not develop until flashover was approached. These results were cited to supportthe use of flashover are criteria in the performance based design for scenarios and their toxicitypotencieswere based on the flashover effective dose" (FED) would be unsuccessive repeatedly in some where flashover had not occurred

[1] Grant, J.T., Kaplan, S.L., Bjorell, K., Deringer, W.D. and Hartzell, G.E., "An Evaluation of Tenit Sprayed-Base Fluid-Resin Overlayed Fire Studies," Special Technical Publication 882, 1986. American Society for Testing and Materials, W. Conshohocken, PA, pp546-561.
[2] Babrauskas, V., "Upholstered Furniture Room Fire Measurements, Comparison with Furniture Calorimeter Data and Flashover Predictions," SFPE Handbook of Fire Protection Engineering, 3rd ed., P.J. DiNenno et al. (Eds), National Fire Protection Association, Quincy, MA 2003

The CPAST analysis files says for this analysis hereafter been reviewed. 7as calculations for the FED were compared to their in an EXCEL spreadsheet created by D. Peter Stanzel and Associates, Inc. (Reference 3) and found to be correct. The results of the FED calculated results is that no length of time before an incapacitating FED of 0.3 is reached is accessed by approximately 15 seconds. However, this still ensures that the occupant would be evacuted to the very same floor for moment of the fire inception.

NFPA 101 A.5.2.2. Method 1 notes: "The design tests can not detailed performance criteria that ensure that the occupants are not incapacitated by fire effects." Nothing in this statement specifically precludes accounting for the time it take for the smoke layer's descend to 6 feet above its finished floor before an occupant would b exposed to its toxic effects. Therefore, the length of time an occupant is exposed to the toxic effects of fire gas may bedetermined as the difference between the time it takes for the smoke layer to descend to 6 feet above the floor's elements 6ft above the finished floor. 7 his time may then be compared tothe time it needs an incapacitating FED value of 0.3. As noted in Reference 2, the time to evacuate an apartment was determined to be 78 seconds. As shown in Table 1, a ting there exceedsthat the exposure time is always ess than the allowabletime for an FED vallu of 0.3 to be reached.

Table 1
Location	Exposure Time (sec)	Allowable Time for FED=0.3 (sec)
Entrance	0	90
Dining/Living Room	0	90
Studio	0	90
Bedroom	0	165

The tech fire considered in Reference 2 is more severe than those in the assisted design fire scenarios. It develops faster ad reaches a higher peak heat release rate mfs approximately the same FED value. Thus, the design of this one meets he tenability requirements, it is expected the design for scenarios would aswell.

It is worth educating that thea evaluation would al have the same result iven if the stairs met the minimum spacing requirements. It is also noted but occupants may evcuate to the adjacent floor via the exit stairs rather than remain on the same floor. The use of a sprinkler coverage inside the apartment is to be bannered by idling an additional acivilar load to the living/dining enamond bedrooms. This further reduces the sprinkler activation times and the likelihood of flashover occuring.

Finally,it is noted for the building will exceed the prescriptivecode requirements of the Florida Fire Prevention Code, 2015 edition as follows:

1. The corridor wall separating the restrooms fom the exit access corridors are to be contructed to 2-hr fireburriers wiuns NFPA101:30.3.4.1.2 only requires a 1ahr fire resistance wiing in a fifty sprinklered building.
2. Tenant separations on thetenchestin levels ent e have 1-hr fire resistance partitions where none is required.
3. The travel distance to a exit from the furthest apartment door will le no more than 63 feet which is less than to 200-ft travel distance allowed by NFPA 101:30.2.6.1.2 fo sprinklered buildings.
4. Common path of travelin the exit access corridors will be no greater than 20 feet, which i less than the 50 feet if travel allowed by NFPA 101:30.2.5.5.1 forsprinklered buildings.
5. Each apartment has on primary means of escape through the front iron rail every unlivress and living any has one secondary mean of escape to the kitchen. NFPA 101:30.2.3.4.1 allows only one means of escape for sprinklered residential occupancies.
6. Any smoke detector will be provided in the first door of every apartment that will be annected to the fire alarm system. This is inaddition to the interconnected single station smoke alarms inside each apartment.
7. Smoke detectors will b installed in all common areas. This is not required by NFPA 101 for sprinklered buildings.
8. Tw ivo elevators will e designed as fire dependent acsent elevators which it also not required by the FloridaFire Prevention Code.

In conclusion, the performancebased design of the Bijou Condominium has been reviewed and found to be acceptable. The design meets the intent of the prescriptive code and is in accord with sy professional opinion that the distance between stairs on the residential leves should be considered as meeting the prescriptive requirements ofNFPA 101, Life Safety Code, Florida 2010 edition.

References
1. "performance Based Life Safety Report for the Bijou Condominiumprepared by Fire, Life Safety, & Security Institute, Inc., dated February 23, 2017
2. Bijou Condominium Letter to Cayenta Toia, from Sarah Maman, dated April 9 2017

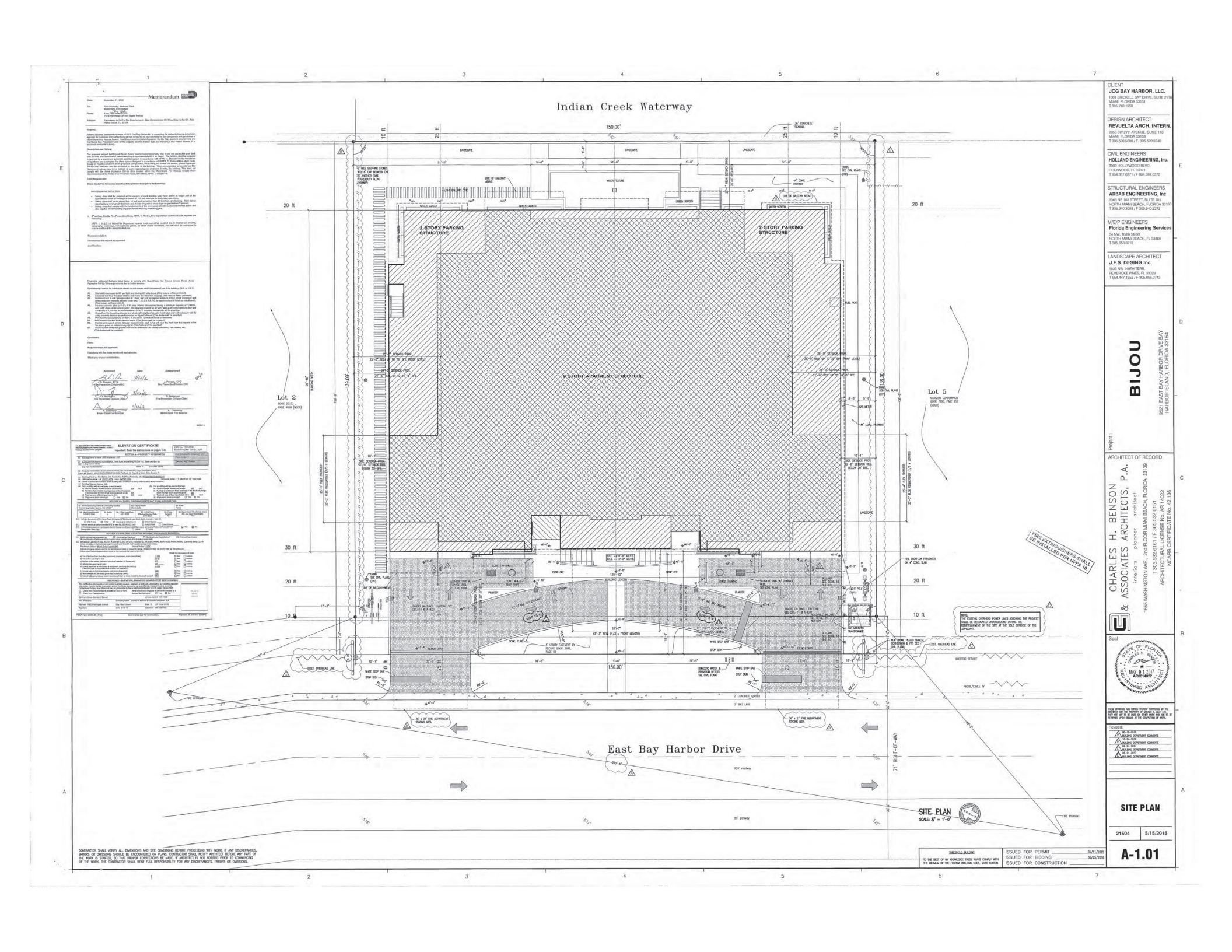
Respectfully submitted

Cheryl Abed, P.E.
HTG Engineering

cc: Sarh Maman, P.E.

PERFORMANCE BASED APPROVAL TO ADDRESS REMOTENESS ISSUE

FOUNTAIN
LOUNGE AREA
MAX. OCCUPANCY 60 PERSONS
@ 15 SF/OCC = 901 SF
ACTUAL = 901 SF
EXISTING CAPACITY 100 PERSONS
EXISTING CAPACITY 150 PERSONS
EXISTING CAPACITY 110 PERSONS
EXISTING CAPACITY 100 PERSONS
EXISTING CAPACITY 100 PERSONS
EXISTING CAPACITY 100



Memorandum

Date: September 21, 2016

To: Alex Dennedy, Assistant Chief
Fire Prevention Division

From: Tony Fernandez
Fire Engineering & Water Supply Bureau

Subject: Equivalency to Fla Fire Requirements- Bijou Condominium 9101 East Bay Harbor Dr., Bay Harbor Islands FL, 33154

Request:

Roberto Gonzalez, representative, owner of 9101 East Bay Harbor Dr. is requesting the Authority Having Jurisdiction approval for numerous Life Safety features that will not be in accordance to the requirements with provisions of Miami-Dade Fire Rescue Access Road Requirements, Dade Amendments, Dade Equivalency Permits (See equivalency requirements and Dade Amendments Table for the property located at 9101 East Bay Harbor Dr, Bay Harbor Islands, FL 33154 proposed ensuring building.

Description and History:

The proposed subject building will be an 8-story residential/condominium, plus a roof top accessible pool deck with 91 units, and a residential tower extending to approximately 85 ft. in height. The building shall be protected throughout by an approved automatic sprinkler system installed in accordance with NFPA 13, Standard for the Installation of Sprinklers and a exception for above current designed fit in accordance with NFPA 72, National Fire Alarm Code, based on the code exceptions in the proposed configuration, the building has twelve (12) stories, (Partial Appendix A, Table A-1.2.1.1 Minimum Number of Stories and Height for Type I, II, III, IV, and V Construction). The Fire Department will not allow to be limited at each segmentation (Entrance) levels to the building. This does not comply with the Partial Appendix Miami-Dade County Fire Rescue Access Road Requirements and Florida Fire Prevention Code, 5th Edition, NFPA 1, Chapter 18.

Code Requirement:

Miami-Dade Fire Rescue Access Road Requirements requires the following:

Aerial Apparatus Set-Up Zone.

- Survey plan shall be provided at the service of each building area three stories or height and of the building exceeding 30 feet in height or more of 100 feet or more for firefighting operations.
- Survey plan shall be an clear, flat, and level area within 30 feet of the building. Slope and up-grade shall not exceed 3 percent (3%) in any direction and they shall in more slope no greater than 5 percent.
- Survey plan shall comply with the requirements of the emergency vehicle access (operations) plans and also capable of withstanding any point forces resulting from emergency.

5th edition, Florida Fire Prevention Code, NFPA 1, 18.2.3, Fire Department Access Roads requires the following:

NFPA 1, 18.2.3.1.4, Where Fire Department access roads cannot be installed due to location on property, topography, waterways, nonbuildable areas, or other similar conditions, the AHJ shall be authorized to require additional fire protection features.

Recommendation:

I recommend this request be approved.

Justification:

Proposing additional features listed below to comply with: Miami-Dade Fire Rescue Access Roads- Aerial Apparatus Set-Up Requirements that is listed above.

Equivalency/Code A for buildings & streets up to 8 stories and Equivalency Code B for buildings, 9-16, to 130 ft.,

A1. Door width increased to 36" per flight and landing 66" wide Stairs (This feature will be provided)
A2. Enclosed stair hose Tie-rated Vestibul and hose Tie-hose coupling. (This feature will be provided)
A3. Fire Department Access Road width reduced to 20 ft. (This feature will be provided) Fire Road width and rolling reduction normally allowed under sec. 7.1.2.5.1 F.F.P.C for apartments and hotels is not allowed). (This feature will be provided)
A4. Fire Department Access Road 15'x 6'-9" clear interior dimensions having a minimum capacity of 3,500lbs. with a 50' clear-center steering axis. The stretcher size will be 80"x 22" with a self-motor operating door and a capacity of 4,000 lbs. to accommodate a 34"x 72" stretcher horizontally will be provided.
A5. Fire Department Access Road minimum turning radius of 25 ft. inside and 45 ft. outside curb necessary will be rolling (concrete block or ground covering, as signed, allowed). (This feature will be provided)
A6. Fire Department Access Road minimum vertical clearance of 13 ft. 6 in. (This feature will be provided)
A7. Full Smoke Evacuation in all common areas. (This feature will be provided)
A8. Fire Department Access Road shall be provided within 100 ft. of at least one of the front door that repeats in the floor plans and on a stand-more signal. (This feature will be provided)
A9. Touch-Screen removable graphic interface to determine Life Safety operations, Fire Hazards, etc. (This feature will be provided).

Comments:

Note:

Requirements(s) Not Approved:

Complying with the above mentioned requirements.

Thank you for your consideration.

Approved	Date	Disapproved
J. Fresco, EPO Fire Prevention Division OIC	9/21/16	J. Fresco, EPO Fire Plans Bureau Division OIC
C. Hernandez Fire Prevention Division Chief	9/21/16	D. Fedriquez Fire Prevention Division Chief
A. Carretero Miami-Dade Fire Marshal	9/21/16	A. Carretero Miami-Dade Fire Marshal

FP002 2

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1–9.

SECTION A – PROPERTY INFORMATION

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

SECTION E – BUILDING ELEVATION INFORMATION (FOR ZONE AO AND ZONE A (UNNUMBERED A ZONES))

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

SECTION H – COMMENTS

FEMA Form 086-0-33 (6/12)

CLIENT	**JCG BAY HARBOR, LLC.** 1001 BRICKELL BAY DRIVE, SUITE 2110 MIAMI, FLORIDA 33131 T.305.740.1960
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Project:

BIJOU

9101, EAST BAY HARBOR DRIVE BAY HARBOR ISLANDS, FLORIDA 33154

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NCARB CERTIFICATE No. 42136

Seal

STATE OF FLORIDA — CHARLES H. BENSON — MAY 01 2017 — AR0014022 — REGISTERED ARCHITECT

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Revised:

1. 06-19-2016 BUILDING DEPARTMENT COMMENTS
2. 08-05-2016 BUILDING DEPARTMENT COMMENTS
3. 08-26-2016 BUILDING DEPARTMENT COMMENTS
4. 09-01-2016 BUILDING DEPARTMENT COMMENTS

SITE PLAN

21504 | 5/15/2015

A-1.01

THRESHOLD BUILDING
TO THE BEST OF MY KNOWLEDGE THESE PLANS COMPLY WITH THE MIAMI-DADE COUNTY FLORIDA BUILDING CODE, 2010 EDITION

ISSUED FOR PERMIT 05/11/2015
ISSUED FOR BIDDING 05/25/2016
ISSUED FOR CONSTRUCTION

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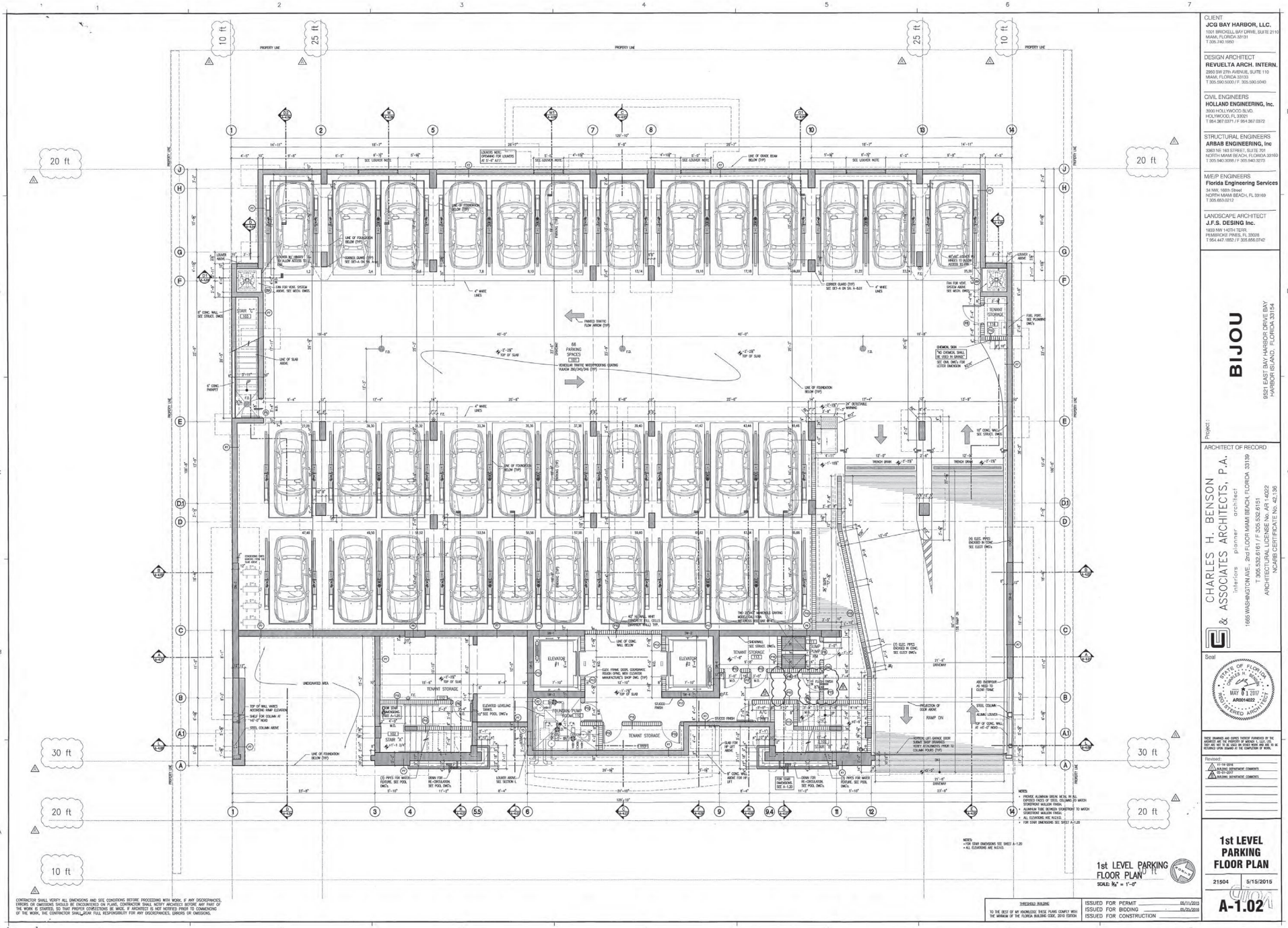

1st LEVEL PARKING FLOOR PLAN
SCALE: 3/32" = 1'-0"

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THRESHOLD BUILDING
TO THE BEST OF MY KNOWLEDGE THESE PLANS COMPLY WITH THE MIAMI-DADE OF THE FLORIDA BUILDING CODE, 2010 EDITION

ISSUED FOR PERMIT 05/11/2015
ISSUED FOR BIDDING 05/21/2015
ISSUED FOR CONSTRUCTION

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NCARB CERTIFICATE No. 42,136

Seal
STATE OF FLORIDA — CHARLES H. BENSON — REGISTERED ARCHITECT
MAY 01 2017
AR0014022

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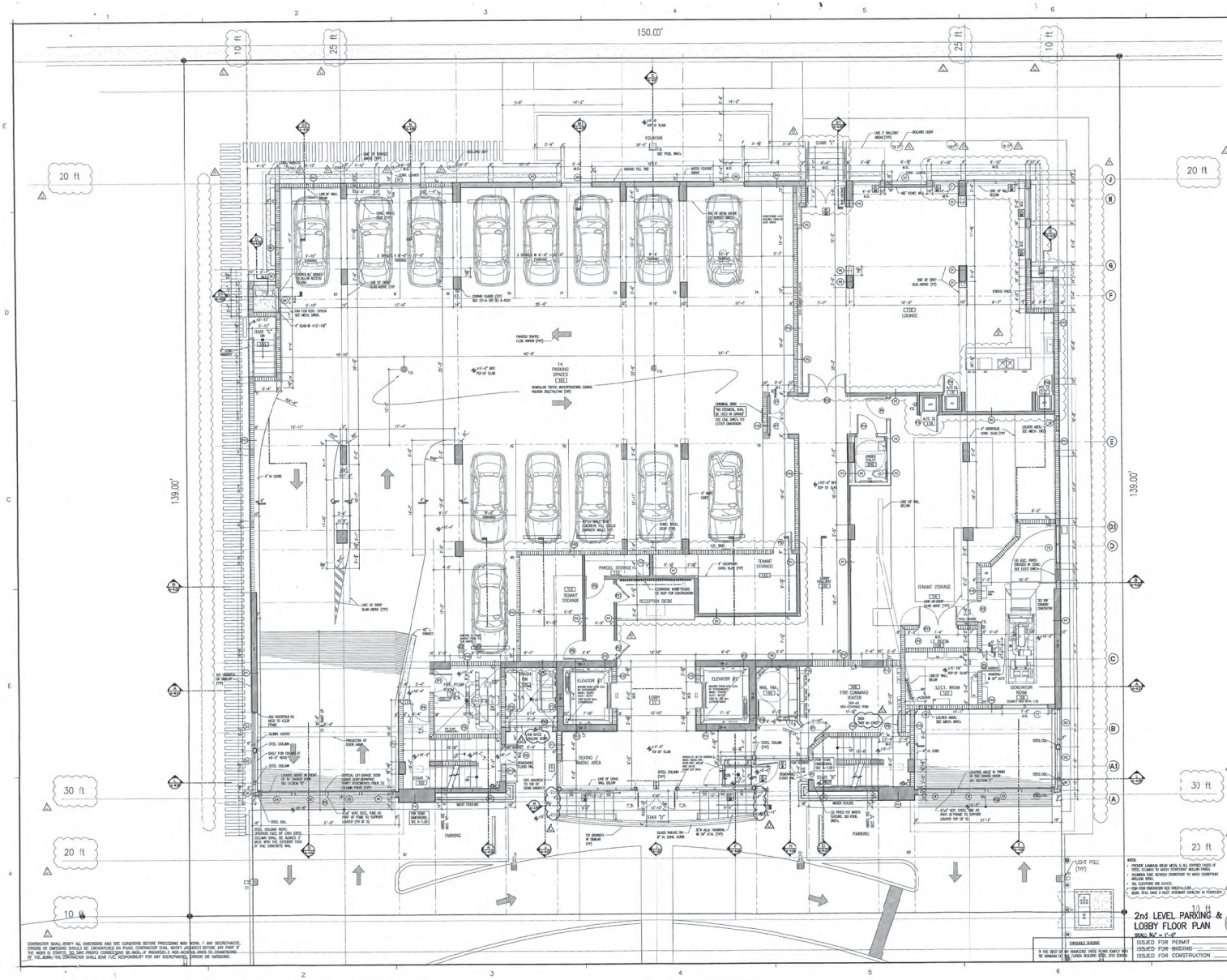
Revised:
1 10-14-2015 BUILDING DEPARTMENT COMMENTS
2 02-01-2017 BUILDING DEPARTMENT COMMENTS

1st LEVEL PARKING FLOOR PLAN

21504 | 5/15/2015

A-1.02



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THRESHOLD BUILDING
IN THE BEST OF MY KNOWLEDGE THESE PLANS COMPLY WITH THE FLORIDA BUILDING CODE, 5TH EDITION

ISSUED FOR PERMIT 05/11/2015
ISSUED FOR BIDDING 05/25/2015
ISSUED FOR CONSTRUCTION

NOTES:
- PRIVATE LOBBIES DECK METAL & ALL EXPOSED FACES OF STEEL COLUMNS TO MATCH STOREFRONT MULLION FINISH.
- ALUMINUM TUBE BETWEEN STOREFRONT TO MATCH STOREFRONT MULLION FINISH.
- ALL DIMENSIONS ARE ±0.0125.
- FOR ITEM REFERENCES SEE SHEETS A-0.05.
- BLDG. SHALL HAVE A VALET ATTENDANT DURING PM IN PERIODS.

CLIENT
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T 954.367.0311 / F 954.367.0370

STRUCTURAL ENGINEERS
ARSAB ENGINEERING, Inc
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NORTH MIAMI BEACH, FLORIDA 33160
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MEEP ENGINEERS
Florida Engineering Services
34 NW, 168th Street
NORTH MIAMI BEACH, FL 33169
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LANDSCAPE ARCHITECT
J.F.S. DESING Inc.
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PEMBROKE PINES, FL33028
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Project
BIJOU
9901 EAST BAY HARBOR DRIVE BAY HARBOR ISLAND, FLORIDA 33154

ARCHITECT OF RECORD
CHARLES H. BENSON & ASSOCIATES ARCHITECTS, P.A.
Interiors planner architect
1200 WASHINGTON AVE., 2nd FLOOR MIAMI BEACH, FLORIDA 33139
T 305.532.6161 / F 305.532.6151
ARCHITECTURAL LICENSE No. AR 14922
NCARB CERTIFICATE No. 40156

Seal
REGISTERED ARCHITECT STATE OF FLORIDA
MAY 01 2015
ARCHIVIO

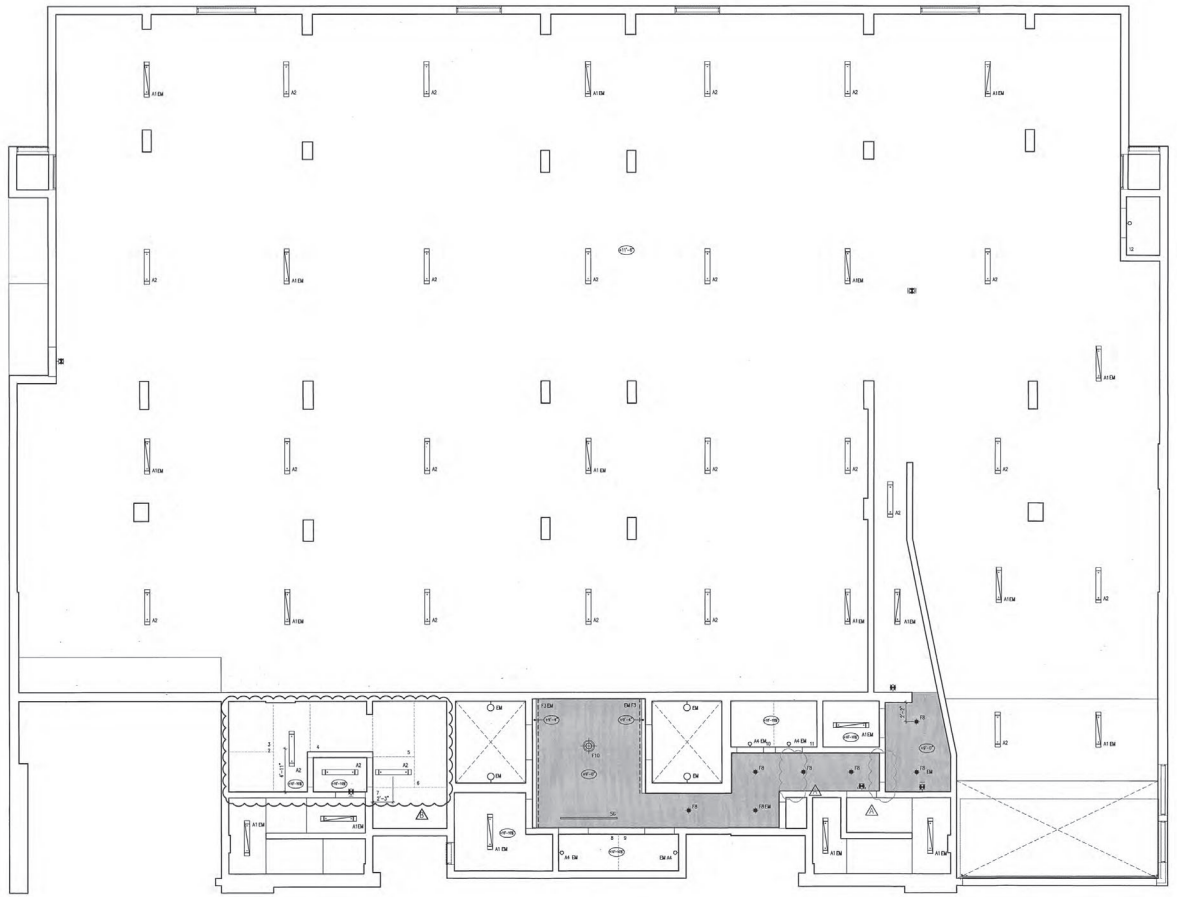
THESE DRAWINGS AND SURFACES MODIFY PERFORMED BY THE ARCHITECT ARE THE PROPERTY OF BENSON & ASSOCIATES ARCHITECTS, P.A. AND ARE NOT TO BE USED ON ANY OTHER WORK AND ARE TO BE RETURNED UPON REQUEST TO THE ARCHITECT OF WORK.

Revised:
- 08-19-2014 BUILDING DEPARTMENT COMMENTS
- 10-31-2014 BUILDING DEPARTMENT COMMENTS
- 02-27-2015 BUILDING DEPARTMENT COMMENTS
- 03-31-2015 BUILDING DEPARTMENT COMMENTS

2nd LEVEL PARKING & LOBBY FLOOR PLAN

21504 | 5/15/2015

A-1.03



1st LEVEL PARKING
REFLECTED CEILING PLAN
SCALE: 3/32" = 1'-0"

SYMBOL LEGEND

A1 — 4' FLUORESCENT LIGHT FIXTURE W/ 90 MIN. EMERGENCY BATTERY BACK UP – LITHONIA: LWL232 WH
A2 — 4' FLUORESCENT LIGHT FIXTURE WET LOCATION – LITHONIA: WNL232 WH
A3 — 4FBC FLUORESCENT LIGHT FIXTURE WET LOCATION LITHONIA: FPDX 2 32 ST/ECO
A4 — LITHONIA ID20S RNTPM9LED 2 LPM LED 120 VOLTS WALL DECO, WALL SCONCE
A5 — 4' HOUSINGS LED DIRECT LINEAR
RG — AC RETURN
RG — AC RETURN
RG — 12"x12" AC RETURN
RG — 12"x12" AC RETURN
RG — 10"x06" AC RETURN
RG — 10"x10" AC RETURN
RG — 24"x10" AC RETURN
RG — AC RETURN – DIMENSIONS VARIES
SG — AC SUPPLY – DIMENSIONS VARIES
SG — 6"x6" AC SUPPLY
SG — 10"x10" AC SUPPLY
F1 — LOBBY – CORVE CHANNEL 21 3W 47. LOADING PER W ANTIQUE BRONZE ANODIZED
F2 — LOBBY – CORVUS CHANNEL WALL GRAZER TWDC 7W 60 LOADING PER W ANTIQUE BRONZE ANODIZED
F3 — ELEVATORS LOBBY – CNFM05-40-WWL 10 LED 3.2W 120V WARDOB STANDARD
F4 — HALLWAY LOBBY – WT-3U20150-W-927-DR 2 LIGHTS 120V 927 COLOR TEMP DR
F5 — RECEPTION – ZR SERIES CAVE ZR14-40L-2DC-10V 120V 4,000 LUMENS 44W
F6 — ELEVATORS LOBBY – KICHOR 3.5"LED SHALLOW HOUSING RR-3LED-930K-F-277VAC-3LED-TRIM-WT SQUARE 120V 22.5W
F7 — LOUNGE – WAC LIGHTING HR-3LED-H1801-RCA JVM-3LED-930K-F-277-WT 120V
F8 — HALLWAY UNITS – KICHO1-30WHWHD 120V 15W LUMENS
F9 — HALLWAYS UNITS – LB150 INDOOR SINGLE COLOR SERIES 12V 127 ELM 1.5W – UL
F10 — BIOSCIENT LOBBY – OCTET ROUND LED SURFACE MOUNT 28W 2700 ELM
F11 — LOUNGE AND LOBBY RECEPTION – BOCCI 14.1W 12V 10W 33.27X13.2"
F12 — LOBBY – BOCCI 14.1W 12V 10W 33.27X13.2"
U1 — UNITS – RS-SSS 3" SQUARE APERTURE TRIM MODELS-SSS FINISH MW DIM 6W 120V
U2 — UNITS – RECESSED SHOWER LIGHT WAYAF FINISH RS-SSS 6W 120V FINISH MW DIM
U3 — UNITS – VANITY SCONCE LEVEL-MODEL MS-SSS 13.5W 1300 LUMENS 120V
UNITS – JUNCTION BOX
U4 — UNITS BALCONY – 6"X6" LED FLUSH MOUNT FM-1410 13W 120V LED LUMENS 910K
U4A — UNITS BALCONY – 6"X6" LED FLUSH MOUNT FM-1414 20W 120V LED LUMENS 2770
R1 — ROOF AND UNITS BALCONY 3RD FLOOR – LED OUTDOOR SCONCE LUMINAIRE WS-W1724 23W 120V LED LUMENS 1540
R2 — ROOF PLANTCAVE – LEDON OUTDOOR LED 13W 114 LUMENS 3M WET LOCATION 50,000 HR LIFE
R3 — ROOF STEPS – LED WC STEP LIGHT WL-LED100-C 120V
R4 — ROOF POOL
LS — LANDSCAPE LIGHT
S2 — GROUND LEVEL OUT DOOR
S1 — GROUND LEVEL OUT DOOR
C — GROUND LEVEL OUT DOOR
D — LED BOLLARD WITH ADJUSTABLE LIGHT
C — LED CEILING MOUNTED DOWN LIGHTS
EXIT SIGN W/90 MIN. BATTERY BACK UP
EXIT SIGN W/90 MIN. BATTERY BACK UP (WALL MOUNTED)
CEILING HEIGHT
CEILING HEIGHT LIMITS: 7'-1"
CEILING HEIGHT LIMITS: 7'-6"
CEILING HEIGHT 1ST LEVEL: 9'-0"
CEILING HEIGHT 2ND LEVEL: 7'-7"

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

THRESHOLD BUILDING
TO THE BEST OF MY KNOWLEDGE THESE PLANS COMPLY WITH THE MINIMUM OF THE FLORIDA BUILDING CODE, 2010 EDITION

ISSUED FOR PERMIT 05/11/2015
ISSUED FOR BIDDING 05/25/2016
ISSUED FOR CONSTRUCTION

CLIENT
JCG BAY HARBOR, LLC.
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Project:
BIJOU
9521 EAST BAY HARBOR DRIVE BAY
HARBOR ISLAND, FLORIDA 33154

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ARCHITECTURAL LICENSE No. AR 14022
NCARB CERTIFICATE No. 42,136

Seal
STATE OF FLORIDA — CHARLES H. BENSON — REGISTERED ARCHITECT
MAY 22 2017
AR0014022

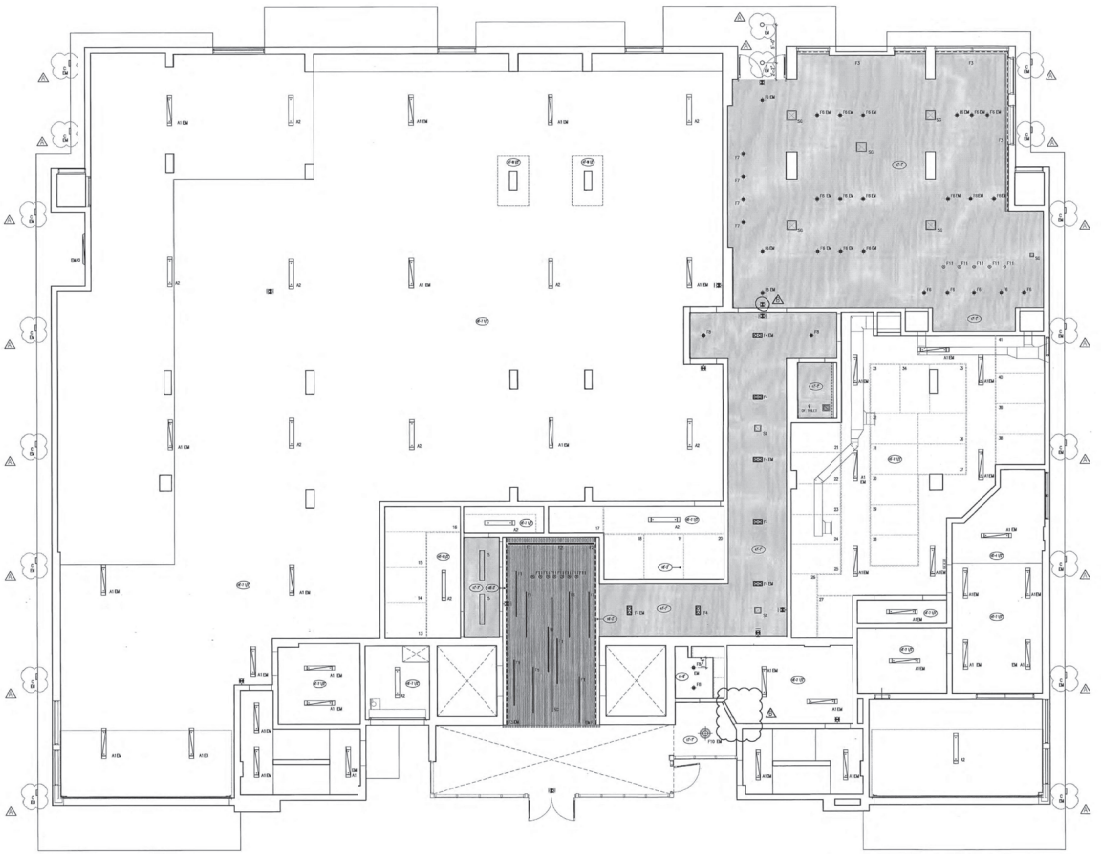
THESE DRAWINGS AND COPIES THEREOF FURNISHED BY THE ARCHITECT ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. THEY ARE NOT TO BE USED IN WHOLE OR PART AND ARE TO BE RETURNED UPON DEMAND AT THE COMPLETION OF WORK.

Revised:
1 05-01-2017 BUILDING DEPARTMENT COMMENTS
2 05-25-2017 BUILDING DEPARTMENT COMMENTS

1st LEVEL PARKING REFLECTED CEILING PLAN

21504 | 5/15/2015

A-2.01



2nd LEVEL PARKING/LOBBY
RE:LECTED CEILING PLAN
SCALE: 3/32" = 1'-0"

SYMBOL LEGEND

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

THRESHOLD BUILDING
TO THE BEST OF MY KNOWLEDGE THESE PLANS COMPLY WITH THE MIAMI-DADE COUNTY CODE, 2010 EDITION

ISSUED FOR PERMIT 05/11/2015
ISSUED FOR BIDDING 05/25/2015
ISSUED FOR CONSTRUCTION

CLIENT
JCG BAY HARBOR, LLC.
1001 BRICKELL BAY DRIVE, SUITE 2100
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Florica Engineering Services
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BIJOU
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NCARB CERTIFICATE No. 42,136

Seal

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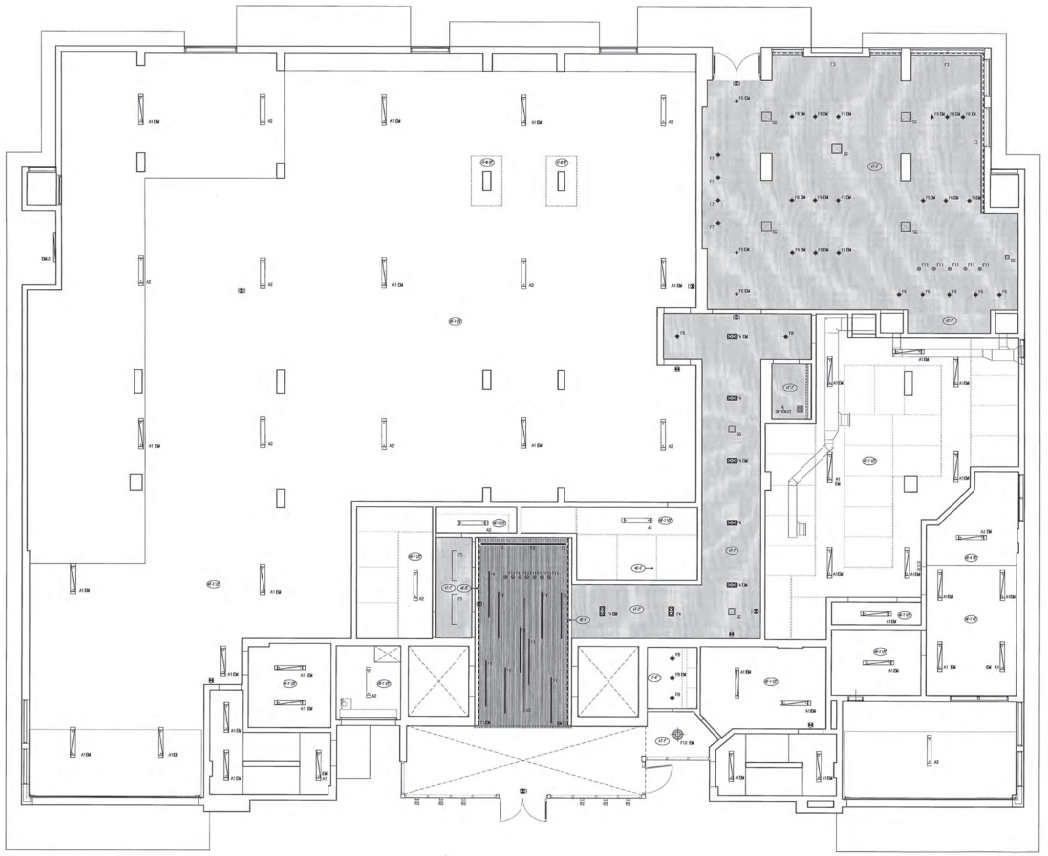
Revisions:
6/16/2015 BUILDING DEPARTMENT COMMENTS
8/18/2015 BUILDING DEPARTMENT COMMENTS

2nd LEVEL PARKING-LOBBY REFLECTED CEILING PLAN

21504 | 5/5/2015

A-2.02



2nd LEVEL PARKING/LOBBY
REFLECTED CEILING PLAN
SCALE: 3/16" = 1'-0"

SYMBOL LEGEND

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AD SITE CONDITIONS BITORE PROCEEDING WITH WORK. IT AY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BITORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NO NOTIFIED PRIOR TI COMMENCING OF THE WORK, THT CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS

THICKNED SLABONG
TO THE BEST OF MY KNOWLEDGE THESE PLANS COMPLY WITH THE MANDATORY OF THE FLORIDA BUILDING CODE, 2010 EDITION

ISSUED FOR PERMIT	9/11/2015
ISSUED FOR BIDDING	8/26/2014
ISSUED FOR CONSTRUCTION	

CLIENT
JC3 BAY HARBOR, LLC.
100 BRICKELL BAY DRIVE, SUITE 2110
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2655 SW 27TH AVENUE SUITE 110
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HOLWOOD, FL 33021
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Florida Engineerng Services
24 NE 168th Street
NORTH MIAMI BEACH FL 33169
T 305.653.52' 2

LANDSCAPE ARCHITECT
J.F.S. DESING Inc.
1832 NW 140TH TERR
PEMBROKE PINES, FL 33028
T 954.447.1902 / F 3058656.0742

Project:
BIJOU
1921 EAST BAY HARBOR DRIVE BAY
HARBOR ISLAND, FLORIDA 33154

ARCHITECT OF RECORD
CHARLES H. BENSON & ASSOCIATES ARCHITECTS, P.A.
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ARCHITECTURE BUSINESS No. AA 0002
NCARB CERTIFICATE No. 42,136

Seal
STATE OF FLORIDA
CHARLES H. BENSON
LICENSED
MAY 28 2016
AR0014022
REGISTERED ARCHITECT

THESE DRAWING ARE SOELY TAYED FORPARED BY ME AND/OR UNDER MY SUPERVISION AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THEY ARE NOT TO BE ALTERED WITH A SEAL OF THE CHARLES H. BENSON

Revised:

2nd LEVEL PARKING-LOBBY REFLECTED CEILING PLAN

21504	5/15/2015

A-2.02

5/27/2016 11:58:35 AM, Issued Br Permit

SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE FOUND IN THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED. FAILURE TO NOTIFY THE ARCHITECT WILL RESULT IN CORRECTIONS BE MADE, IF ADVISED IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

THRESHOLD BUILDING
TO THE BEST OF MY KNOWLEDGE THESE PLANS COMPLY WITH THE MIAMI-DADE COUNTY CODE, 2010 EDITION

ISSUED FOR PERMIT	10/11/2013
ISSUED FOR BIDDING	11/25/2013
ISSUED FOR CONSTRUCTION	

CLIENT
JCG BAY HARBOR, LLC.
1001 BRICKELL BAY DRIVE, SUITE#1110
MIAMI, FLORIDA 33131
T 305.741.1950

DESIGN ARCHITECT
REVUELTA ARCH. INTERN.
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LANDSCAPE ARCHITECT
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Project:
BIJOU
9501 EAST BAY HARBOR DRIVE BAY HARBOR ISLAND, FLORIDA 33154

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ARCHITECTS BAL LICENSE No. AR 14222
NCARB CERTIFICATE No. 43,199

Seal
STATE OF FLORIDA CHARLES H. BENSON REGISTERED ARCHITECT
MAY 29 2015
AR0014222

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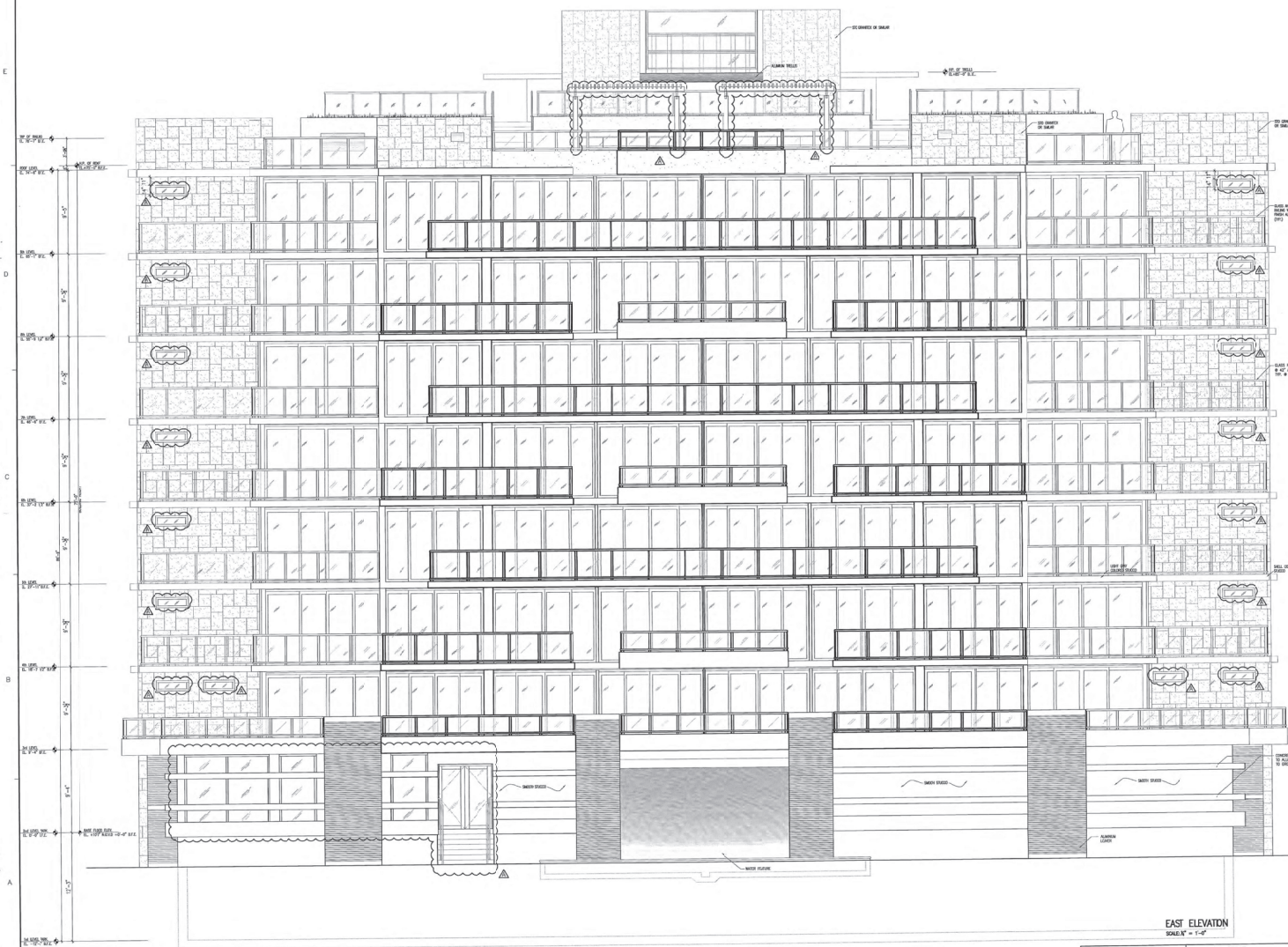
Revised:

SOUTH ELEVATION

21504 | 5/15/2015

A-3.02



CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS ARE FOUND IN THE CONTRACT DOCUMENTS, NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS EXECUTED. NO ALLOWANCES WILL BE MADE, IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

THRESHOLD BUILDING
TO THE BEST OF MY KNOWLEDGE THESE PLANS COMPLY WITH THE FLORIDA BUILDING CODE, 2010 EDITION

ISSUED FOR PERMIT	05/11/2015
ISSUED FOR BIDDING	05/25/2015
ISSUED FOR CONSTRUCTION	

CLIENT
JCG BAY HARBOR, LLC.
1001 BRICKELL BAY DRIVE, SUITE 1110
MIAMI, FLORIDA 33131
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DESIGN ARCHITECT
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Project:
BIJOU
9501 EAST BAY HARBOR DRIVE BAY
HARBOR ISLANDS, FLORIDA 33154

ARCHITECT OF RECORD
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ARCHITECTURAL LICENSE No: AR 14282
NCARB CERTIFICATE No: 42,196

Seal
STATE OF FLORIDA — CHARLES HENRY BENSON — LICENSED ARCHITECT — AR0014282

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Revisions
1 10.30.2015 BUILDING DEPARTMENT COMMENTS

EAST ELEVATION

21504 | 5/15/2015

A-3.03

NORTH ELEVATION
SCALE: 1/8" = 1'-0"

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED IN PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THE PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

THRESHOLD BUILDING
TO THE BEST OF MY KNOWLEDGE THESE PLANS COMPLY WITH THE MINIMUM OF THE FLORIDA BUILDING CODE, 2010 EDITION

ISSUED FOR PERMIT 05/11/2015
ISSUED FOR BIDDING 05/25/2015
ISSUED FOR CONSTRUCTION

CLIENT
JCG BAY HARBOR, LLC.
1001 BRICKELL BAY DRIVE, SUITE2110
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850 EAST BAY HARBOR DRIVE BAY HARBOR ISLAND, FLORIDA 33154

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ARCHITECTURAL LICENSE No. AR 14022
NCARB CERTIFICATE No. 54,196

Seal
STATE OF FLORIDA
CHARLES H. BENSON
MAY 29 2015
AR0014022
REGISTERED ARCHITECT

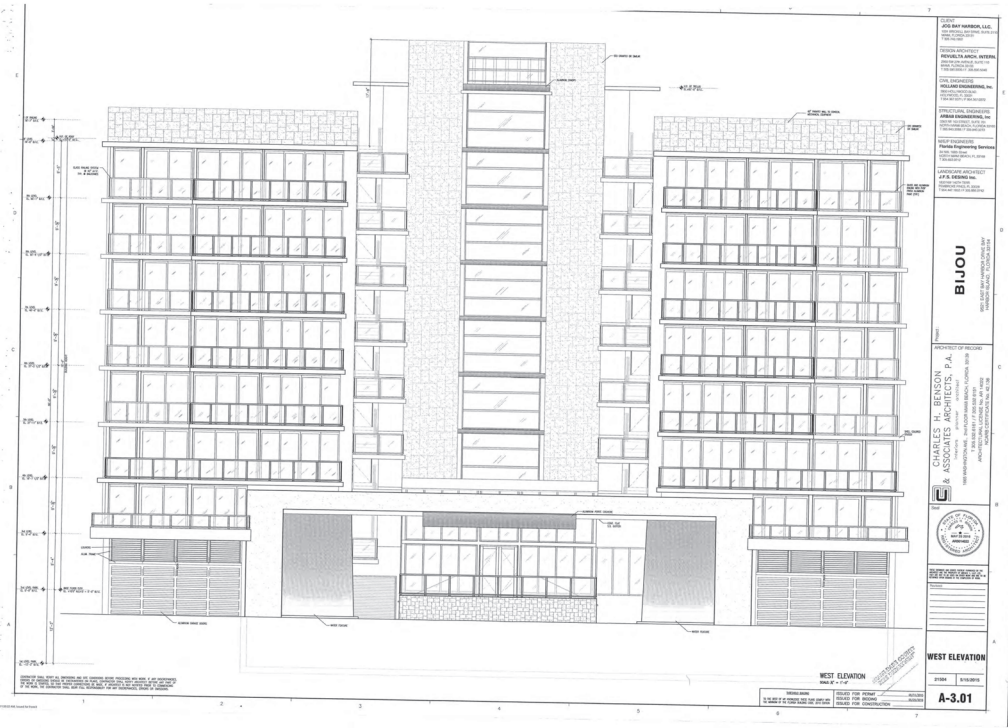
Revised:

NORTH ELEVATION

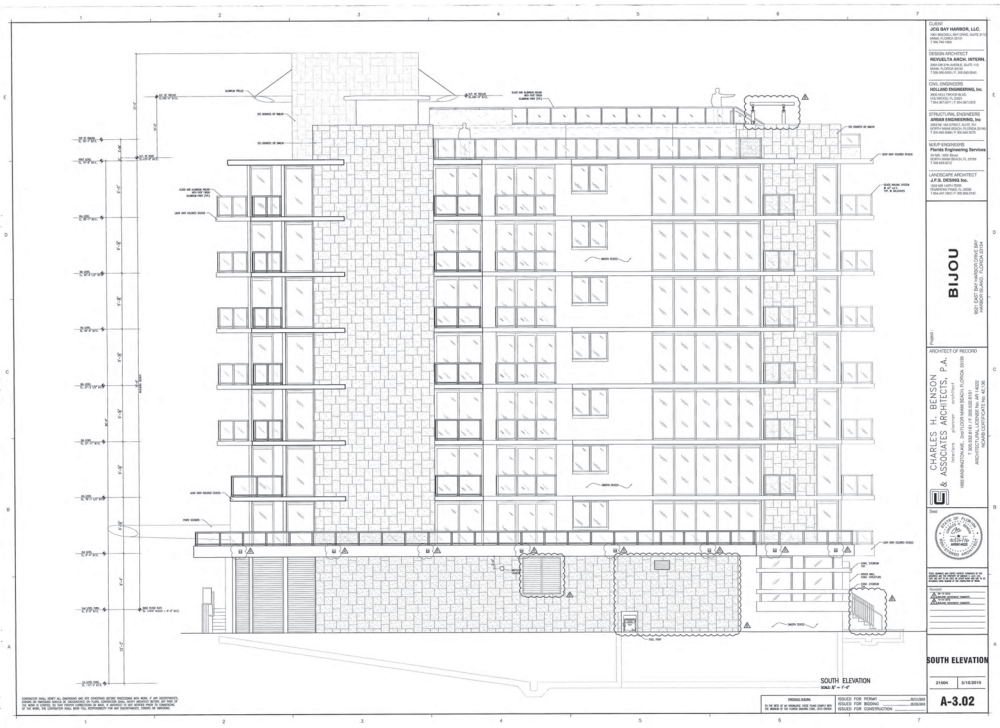
21504 | 5/29/2015

A-3.04

5/29/2015 1:19:57 AM Issued for Permit



WEST ELEVATION
SCALE: 1/4" = 1'-0"



SOUTH ELEVATION
SCALE: 3/8" = 1'-0"

CLIENT
JCG BAY HARBOR, LLC.
1700 ARCADIA ANTUNES, SUITE 210
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Project
BIJOU
1801 EAST BAY HARBOR DRIVE
HARBOR BEACH, FLORIDA 33154

ARCHITECT OF RECORD
CHARLES H. BENSON
& ASSOCIATES ARCHITECTS, P.A.
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1680 MICHIGAN AVE., PENTHOUSE MIAMI BEACH, FLORIDA, 33139
ARCHITECTURE · planning · interiors
AA 0001 AA 26000174 AA No. 42138

Seal

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WEST ELEVATION

21504 | 5/15/2015

A-3.01

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Project
BIJOU
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HARBOR BEACH, FLORIDA 33154

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SOUTH ELEVATION

21504 | 5/15/2015

A-3.02

WINDOW SCHEDULE

No.	TYPE	AREA	MATERIAL	DIMENSIONS		MASONRY OPENING		REMARKS
				W	H	W	H	
1	SLIDING	3rd, 4th, 5th, 6th, 7th, 8th, 9th	ALUMINUM @ LAMINATED GLASS	5'-11"	4'-10 1/2"	6'-0"	4'-11"	NOA №# 12-0702.04

STOREFRONT NOTES

1. STOREFRONT ELEVATIONS ARE FOR GENERAL CONFIGURATION ONLY. MANUFACTURER TO DESIGN STOREFRONTS TO MEET ALL APPLICABLE BUILDING CODE REQUIREMENTS AND SHALL SUBMIT SHOP DRAWINGS, PRODUCT APPROVAL AND STRUCTURAL CALCULATIONS SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER FOR REVIEW.
2. ALL GLASS DOORS & GLASS PANELS ADJACENT TO GLASS DOORS TO BE OPAQUE, CATEGORY II SAFETY GLAZING AS PER FBC 2406.2
3. ALL GLAZING SHALL BE IMPACT RESISTANT CLASS, LIGHT BLUE.
4. ALL FRAMES IN STOREFRONTS TO BE WHITE POWDER COATED ALUMINUM. SUBMIT COLOR SAMPLES TO ARCHITECT PRIOR TO FABRICATION
5. FIELD VERIFY ALL MASONRY OPENINGS PRIOR TO FABRICATION AND NOTE ON SHOP DRAWINGS SUBMITTAL
6. SUBMIT PRODUCT APPROVAL
7. PROVIDE ANY AND ALL NECESSARY BRICK METAL TO MATCH STOREFRONT ON EXTERIOR VERTICAL AND HORIZONTAL STEEL COLUMNS
8. CAULK ALL INTERIOR AND EXTERIOR JOINTS EXPOSED TO VIEW AND DOUBLE BEAD OF CAULKING WHERE BUCK MEETS MASONRY
9. ALL REQUIRED STEEL TUBING BETWEEN STOREFRONT SYSTEM BY GLASS SUBCONTRACTOR

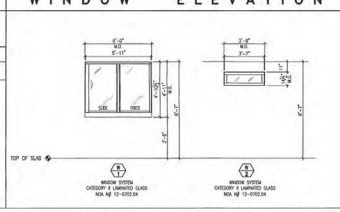
WINDOW NOTES

1. WINDOW ELEVATIONS ARE FOR GENERAL CONFIGURATION ONLY. MANUFACTURER TO DESIGN WINDOWS TO MEET ALL APPLICABLE BUILDING CODE REQUIREMENTS AND SHALL SUBMIT SHOP DRAWINGS, PRODUCT APPROVAL AND STRUCTURAL CALCULATIONS SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER FOR REVIEW.
2. ALL GLAZING SHALL BE LIGHT BLUE.
3. ALL ALUMINUM IN WINDOWS & DOORS TO BE WHITE POWDER COATED ALUMINUM. SUBMIT COLOR SAMPLES TO ARCHITECT PRIOR TO FABRICATION
4. FIELD VERIFY ALL MASONRY OPENINGS PRIOR TO FABRICATION AND NOTE IN SHOP DRAWINGS SUBMITTAL
5. SUBMIT PRODUCT APPROVAL

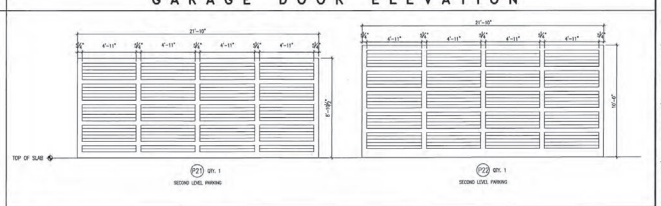
METHODS OF SECURING WINDOWS TO BLDG.

1. IF THE SYSTEM PRESSURE ON THE WINDOW DOES NOT EXCEED 50 PSF, SECURE THE SYSTEM TO 2" X 8" NOCH WOOD BUCK USING 3016 NUMBER AND TYPE OF FASTENERS AS DESCRIBED ON THE NOTICE OF ACCEPTANCE & SECURE THE 2" X WOOD BUCK TO THE STRUCTURE USING 7" CORROSION RESISTANCE APPROVED CONCRETE SCREW ANCHORS W/ A MIN. EMBEDMENT OF 1" @ 24" O.C. (8" FROM ENDS) ON CONCRETE AND @ 12" O.C. (8" FROM ENDS) ON 3000 PSI OR ASTM C-90 CONCRETE BLOCK OR.
2. SECURE STOREFRONT DIRECTLY TO STRUCTURAL W/ CORROSION RESISTANCE APPROVED CONCRETE SCREW ANCHORS W/ A MIN. EMBEDMENT OF 1" SPACED AS DESCRIBED ON THE NOTICE OF ACCEPTANCE, A NOMINAL 1"X3" P.T. WOOD SPACER SHALL BE USED BETWEEN THE STOREFRONT AND THE STRUCTURE BUT THE EMBEDMENT IN THE CONCRETE BLOCK SHALL REMAIN TO BE 1"

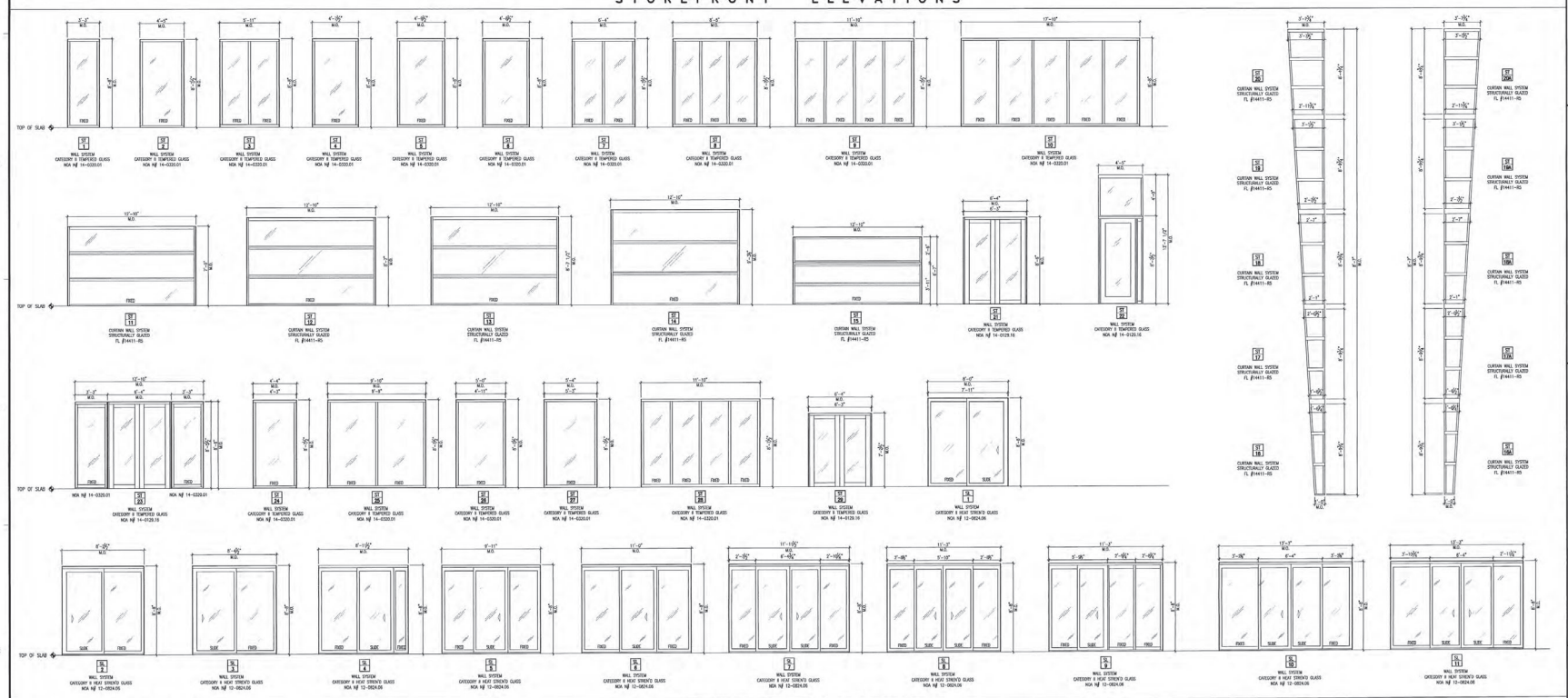
WINDOW ELEVATION



GARAGE DOOR ELEVATION



STOREFRONT ELEVATIONS

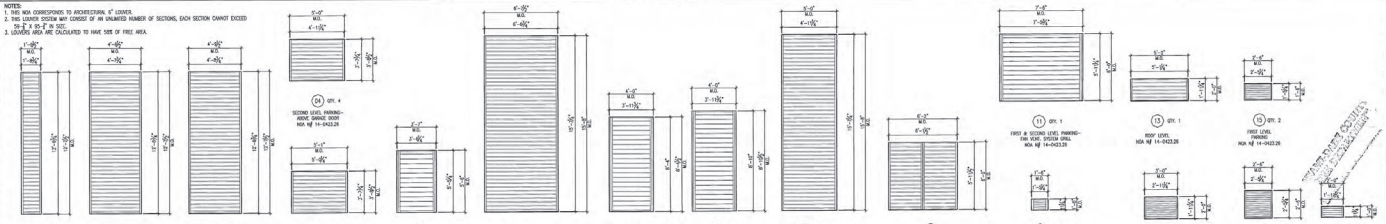


LOUVER SCHEDULE

No.	MATERIAL	ROUGH OPENING W	ROUGH OPENING H	NO. OF MULLIONS	NO. OF SECTIONS	REMARKS
01	ALUMINUM	1'-9 1/2"	12'-7 1/2"	–	1	NOA №# 14-0423.26
02	ALUMINUM	4'-8 1/2"	12'-7 1/2"	–	1	NOA №# 14-0423.26
03	ALUMINUM	4'-9 1/2"	12'-7 1/2"	–	1	NOA №# 14-0423.26
04	ALUMINUM	5'-0"	3'-8 1/2"	–	1	NOA №# 14-0423.26
05	ALUMINUM	5'-1"	3'-8 1/2"	–	1	NOA №# 14-0423.26
06	ALUMINUM	3'-7"	5'-8"	–	1	NOA №# 14-0423.26
07	ALUMINUM	8'-7 1/2"	15'-8"	–	1	NOA №# 14-0423.26
08	ALUMINUM	4'-0"	8'-4 1/2"	–	1	NOA №# 14-0423.26
08A	ALUMINUM	4'-0"	8'-10 1/2"	–	1	NOA №# 14-0423.26
09	ALUMINUM	5'-0"	15'-8"	–	1	NOA №# 14-0423.26
10	ALUMINUM	8'-2"	6'-0"	–	1	NOA №# 14-0423.26
11	ALUMINUM	7'-6"	6'-0"	–	1	NOA №# 14-0423.26
12	ALUMINUM	5'-6"	3'-0"	1	2	NOA №# 14-0423.26
13	ALUMINUM	5'-2"	5'-0"	–	1	NOA №# 14-0423.26
14	ALUMINUM	5'-0"	5'-0"	–	1	NOA №# 14-0423.26
15	ALUMINUM	5'-6"	1'-6"	–	2	NOA №# 14-0423.26
16	ALUMINUM	5'-6"	3'-6"	–	1	NOA №# 14-0423.26
18	ALUMINUM	5'-0"	1'-0"	–	1	NOA №# 14-0423.26

LOUVER ELEVATIONS

NOTES:
1. THIS NOA CORRESPONDS TO ARCHITECTURAL 6" LOUVER.
2. THIS LOUVER SYSTEM MAY CONSIST OF AN UNLIMITED NUMBER OF SECTIONS, EACH SECTION CANNOT EXCEED 96-3/4" X 85-7/8" IN SIZE.
3. LOUVERS AREA ARE CALCULATED TO HAVE 50% OF FREE AREA.



THRESHOLD BUILDING
TO THE BEST OF MY KNOWLEDGE THESE PLANS COMPLY WITH THE MINIMUM OF THE FLORIDA BUILDING CODE, 2010 EDITION

ISSUED FOR PERMIT 05/11/2015
ISSUED FOR BIDDING 05/25/2015
ISSUED FOR CONSTRUCTION

CLIENT
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Project:
BIJOU
9521 EAST BAY HARBOR DRIVE BAY HARBOR ISLAND, FLORIDA 33154

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ARCHITECTURE REGISTRY - AR 14022
NCARB CERTIFICATE No. 42,135

Seal
STATE OF FLORIDA — CHARLES H. BENSON — REGISTERED ARCHITECT — MAY 25 2016 — AR0014022

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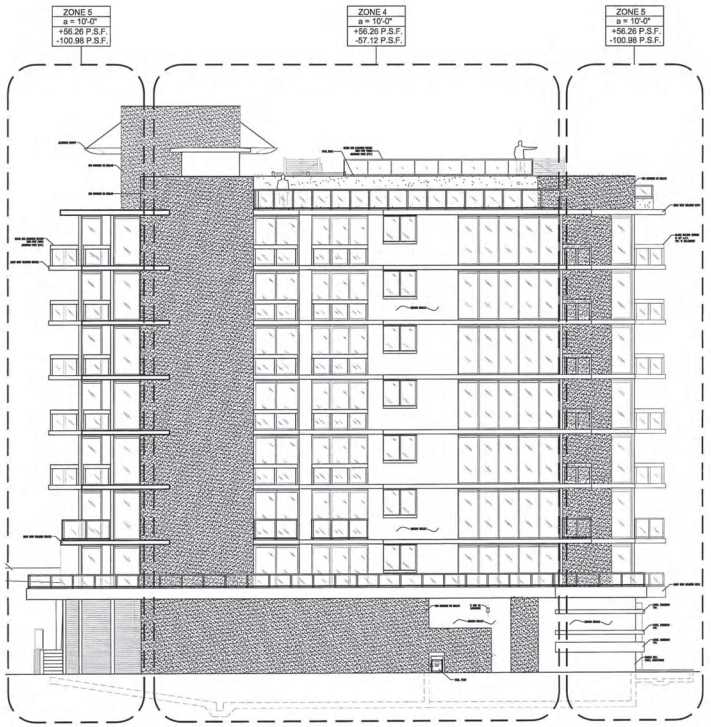
Revised:

STOREFRONT ELEVATION

21504 | 5/15/2015

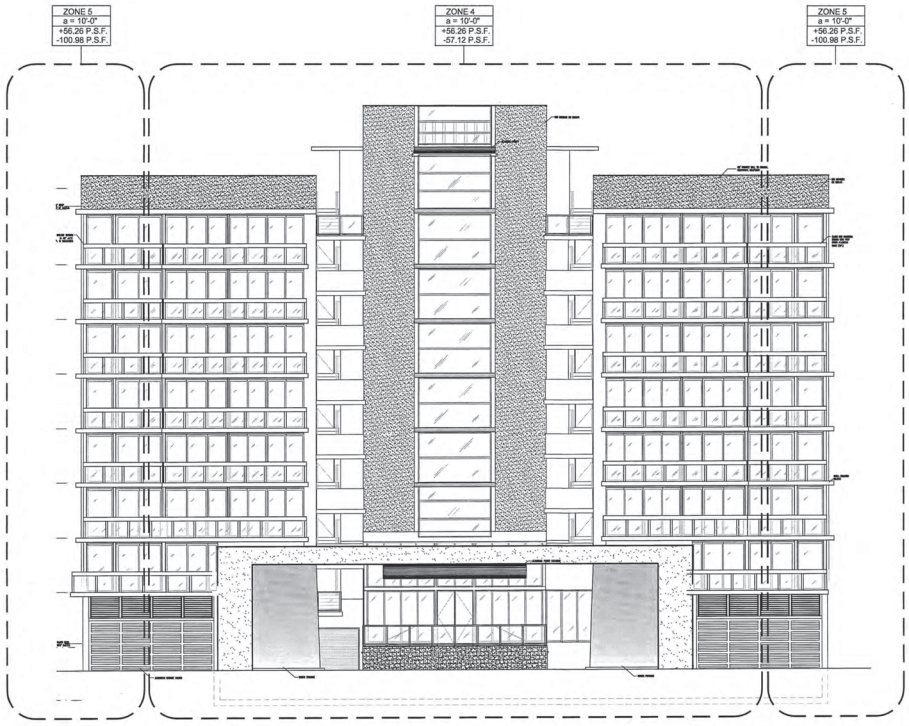
A-5.01



RIGHT ELEVATION

SCALE : 1/8" = 1'-0"

NOTE: ELEVATIONS FOR WIND PRESSURES ONLY



FRONT ELEVATION

SCALE : 1/8" = 1'-0"

NOTE: ELEVATIONS FOR WIND PRESSURES ONLY

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ALIAKBER ARBAB
LICENSE NO. 56048
STATE OF FLORIDA
PROFESSIONAL ENGINEER
5/25/16

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ISSUED FOR PERMIT 5/11/15
ISSUED FOR BIDDING 5/25/16
ISSUED FOR CONSTRUCTION

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Project :
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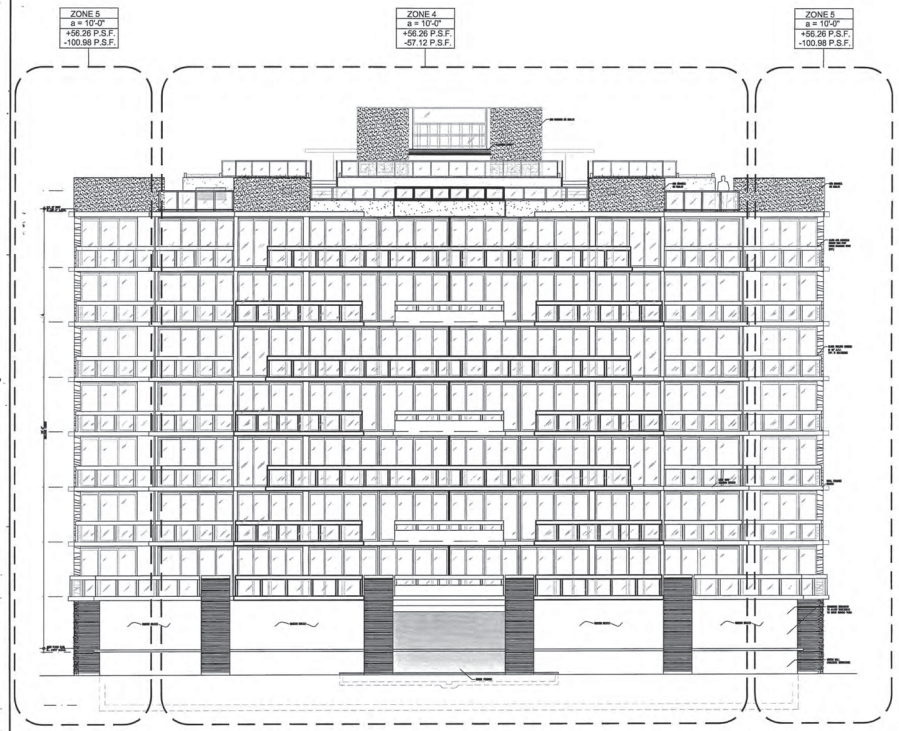
Revised:

FOUNDATION PERMIT ONLY

WIND PRESSURES

21406 | 08/04/2014

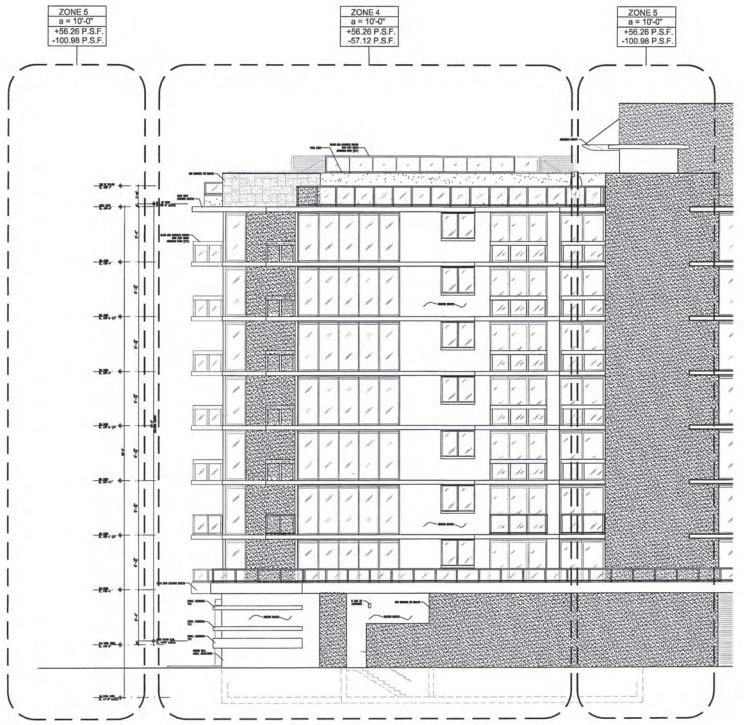
S-6.1



REAR ELEVATION

SCALE : 1/8" = 1'-0"

NOTE: ELEVATIONS FOR WIND PRESSURES ONLY



LEFT ELEVATION

SCALE : 1/8" = 1'-0"

NOTE: ELEVATIONS FOR WIND PRESSURES ONLY

CLIENT
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Project :

BIJOU

9621 EAST BAY HARBOR DRIVE BAY
HARBOR ISLAND, FLORIDA 33154

ARCHITECT OF RECORD
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ARCHITECT/FIRM LICENSE No.: AR 11422
DCPHES CERTIFICATE No.: 42136

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Revised:

FOUNDATION PERMIT ONLY

WIND PRESSURES

21406	08/04/2014

S-6.2

ALIAKBAR ARBAB
LICENSE
No. 39048
STATE OF FLORIDA
PROFESSIONAL ENGINEER

5/2 5/16

THESE PLANS ARE FOR BUILDING DEPARTMENT REVIEW ONLY. THEY ARE NOT TO BE CONSTRUED AS CONSTRUCTION DOCUMENTS UNTIL ALL BUILDING DEPARTMENT APPROVALS ARE OBTAINED.

ISSUED FOR PERMIT 5/11/15
ISSUED FOR BIDDING 5/25/16
ISSUED FOR CONSTRUCTION

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

ASBUILT SURVEY

X:\construction survey\9521 EAST BAY HARBOR DR\LOCATION.JP

LOCATION SKETCH
N.T.S.

LEGEND

Δ	-ARC DISTANCE	SET 5/8" I.R.-SET 5/8" IRON REBAR	Δ	-DELTA
A/C	-AIR CONDITIONING PAD	LB 7360 -LICENSE BUSINESS 7360	∅	-DIAMETER
℄	-CENTER LINE	I.F. -IRON FENCE	Ⓜ	-MANHOLE
C.B.S.	-CONCRETE BLOCK STUCCO	P.B. -PLAT BOOK		-CATCH BASIN
Elev.	-ELEVATION	PG. -PAGE	+7.99	-EXISTING ELEVATION
fd 5/8" I.R.	-FOUND 5/8" IRON REBAR	R -RADIUS	+7.9	-EXISTING GROUND ELEVATION
LB 7360	-LICENSE BUSINESS 7360	TYP. -TYPICAL		-WIRE PULL BOX
F.F.E.	-FINISH FLOOR ELEVATION	U.E. -UTILITY EASEMENT		
		TBM -TEMPORARY BENCH MARK		

LEGAL DESCRIPTION

LOTS 3 AND 4, BLOCK 1, OF BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR REPORT

1. THIS IS AN AS-BUILT SURVEY.
2. SUBJECT PROPERTY WAS NOT ABSTRACTED BY THIS FIRM FOR EASEMENTS, RIGHT OF WAY,RESERVATIONS OR OTHER MATTERS OF RECORD.
3. LEGAL DESCRIPTION WAS PROVIDED BY CLIENT OR ATTESTING TITLE COMPANY.
4. UNLESS OTHERWISE NOTED, THIS SURVEY HAS NOT ATTEMPTED TO LOCATE ANY FOOTING AND/OR UNDERGROUND UTILITIES ON AND/OR ADJACENT TO THE PROPERTY.
5. OWNERSHIP IS SUBJECT TO OPINION OF TITLE.
6. THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON.
7. BEARINGS SHOWN HEREON ARE BASED ON THE SYSTEM AS SHOWN ON THE PLAT OF "BAY HARBOR ISLAND", (P.B.46, PG.5) OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; ALONG THE CENTERLINE OF EAST BAY HARBOR DR, WHICH IS S04°54'40"E.
8. NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR' SEAL.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY, THAT THE ATTACHED ASBUILT SURVEY OF THE PILINGS FOR THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED UNDER MY DIRECTION, AND THAT THERE ARE NO ENCROACHMENTS OTHER THAN THOSE SHOWN, AND MEETS THE INTENT OF THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHARTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF FLORIDA STATUTES.

SCOTT J. PERKINS
PROFESSIONAL SURVEYOR AND MAPPER
No.5686
STATE OF FLORIDA

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

THIS ASBUILT SURVEY CONSISTS OF TWO (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED WITH THE OTHER.

ENGINEERS - PLANNERS
SURVEYORS
9594 NW 41 ST., Suite 201.
MIAMI, FL. 33178.
PH: (305) 592-1070
FAX: (305) 592-1078
E-mail: fin@p-a.cc

X:\LDESKTOP\LDESK8 (DTTSC)\dwg\<login>\<proj>.dwg

RECORD OF REVISION

No.:	Date:	Description	By	App

Project Name: 9521 EAST BAY BAY HARBOR DR

Type of Project: ASBUILT SURVEY

Project Address: 9521 E BAY HARBOR, BAY HARBOR, FL 33154.

FOLIO No. 13-2227-001-0030

Scale:	AS SHOWN
Drawn By:	MJL
Checked By:	SJP
FB/PG. 381/25-36	
Field Date: 05-25-2017	
Drawn Date: 06-06-2017	
Prepared for:	
COASTLAND CONSTRUCTION	
Project No.: 170052SU05	
Sheet: 1 of 2	

ASBUILT SURVEY

POINT NUMBER	NORTHING (Y)	EASTING (X)	POINT NUMBER	NORTHING (Y)	EASTING (X)	DEVIATION (Y)	DEVIATION (X)
1	565315.7074	943985.2887	1108	565316.2168	943985.2915	-0.4194	-0.0028
2	565312.8172	943985.5788	1107	565312.9015	943985.9037	-0.0842	0.267
3	565305.329	943986.8066	1106	565305.4554	943986.9814	-0.1263	-0.0908
4	565303.5958	943984.4455	1105	565302.8645	943984.4875	0.7312	-0.042
5	565302.1623	943967.1733	1104	565302.6317	943967.4313	-0.0693	-0.258
6	565288.224	943968.679	1103	565288.0180	943968.5845	0.305	0.0945
7	565285.4923	943984.8221	1102	565285.6308	943985.4279	-0.1485	-0.4058
8	565280.4911	943969.1169	1101	565280.6404	943969.2892	-0.1474	-0.1652
9	565273.5564	943969.8676	1100	565273.5803	943970.0314	-0.0239	-0.1638
10	565273.6049	943970.97	1099	565273.6932	943971.8018	-0.0882	0.1681
11	565271.3116	943981.4366	1098	565271.3616	943981.5161	0.0500	-0.0795
12	565261.8073	943982.6145	1097	565262.0838	943983.2947	-0.2764	-0.6801
13	565261.6229	943983.7914	1096	565261.5811	943984.0754	0.1581	-0.2839
14	565236.9785	943984.9703	1095	565237.2307	943985.0876	-0.2522	-0.1172
15	565236.2718	943977.5037	1094	565236.3132	943977.5217	-0.0413	-0.018
16	565240.5463	943977.0993	1093	565240.6460	943976.9765	-0.1023	0.1228
17	565241.8391	943973.2502	1092	565247.5137	943973.6211	-5.302	-0.3708
18	565251.8213	943972.8793	1091	565251.7921	943973.1451	0.0591	-0.2717
19	565257.4627	943972.1393	1090	565257.0868	943972.6098	0.3756	-0.2654
20	565261.4449	943973.8621	1089	565261.3395	943974.0857	0.4054	-0.2236
21	565269.3523	943974.5744	1088	565269.2812	943974.2282	0.0711	0.3461
22	565261.0523	943967.8142	1087	565261.0355	943968.0459	0.0167	-0.2316
23	565257.0701	943968.1092	1086	565257.1352	943968.4903	-0.0651	-0.2353
24	565251.6287	943968.7251	1085	565251.2139	943968.9269	0.4148	-0.2017
25	565247.4465	943969.3021	1084	565247.6305	943969.3025	-0.1839	-0.2003
26	565236.7057	943973.3757	1083	565236.6147	943973.5523	0.091	-0.1766
27	565230.432	943979.4791	1082	565230.5341	943979.3986	-0.1021	0.0807
28	565224.7405	943980.0144	1081	565224.6217	943979.8723	0.1311	0.1411
29	565225.4502	943974.6	1080	565225.5718	943974.7834	0.0781	-0.1834
30	565222.9086	943970.7431	1079	565222.6969	943971.2279	0.0516	-0.4848
31	565224.5392	943975.6493	1078	565224.5754	943975.4254	0.1192	0.2239
32	565206.7695	943976.2157	1077	565207.0931	943976.3959	-0.2895	0.1258
33	565205.0313	943973.7746	1076	565204.8655	943974.2857	0.1658	-0.5111
34	565203.7828	943976.5024	1075	565204.1658	943976.7504	-0.3829	-0.248
35	565196.1055	943978.8124	1074	565196.2274	943978.9591	-0.1219	-0.1516
36	565193.1652	943976.8945	1073	565193.1068	943977.0105	0.0583	-0.1189
37	565194.9405	943983.8702	1072	565194.8405	943983.9863	0.0999	-0.1161
38	565191.9602	943963.9523	1071	565191.8932	943964.3415	0.0669	-0.3892
39	565192.4675	943962.6062	1070	565201.0305	943962.9872	-8.563	-0.3809
40	565205.4542	943962.3255	1069	565205.3299	943962.2894	0.1243	0.0361
41	565203.739	943959.8783	1068	565203.7579	943959.7856	-0.0518	0.1126
42	565226.2101	943960.9423	1067	565226.0615	943961.1317	0.1485	-0.2094
43	565233.8552	943957.4579	1066	565233.4804	943957.2873	0.4428	0.2306
44	565263.1777	943963.1281	1065	565263.0993	943964.6898	0.1116	-0.8382
45	565223.7075	943960.6125	1064	565223.5246	943960.3205	0.1829	0.292
46	565235.1686	943958.7743	1051	565234.756	943958.989	0.4125	-0.2146
47	565246.5467	943956.9459	1062	565246.6857	943957.0492	-0.139	-0.1053
48	565246.2169	943953.4595	1061	565245.9434	943953.8527	0.2735	-0.4067
49	565250.0312	943956.6141	1060	565250.033	943956.5808	-0.0018	0.0333
50	565249.7016	943963.1207	1059	565250.0751	943963.5748	-0.6496	-0.3541
51	565256.1704	943959.033	1280	565256.227	943959.336	-0.0566	-0.2819
52	565255.9406	943952.5486	1281	565255.986	943952.579	-0.1454	-0.0304
53	565259.325	943952.2188	1258	565259.293	943952.185	0.032	0.0338
54	565259.9548	943955.7032	1259	565259.284	943955.83	0.3708	-0.1257
55	565271.1743	943955.3062	1252	565271.114	943955.193	0.0603	0.1132
56	565282.7768	943955.0233	1182	565282.908	943955.07	-0.1321	-0.0466
57	565292.447	943953.5369	1183	565282.325	943959.9293	0.122	0.4168
58	565285.9161	943951.3073	1184	565285.635	943951.35	0.2963	-0.1928
59	565286.2032	943954.6935	1185	565286.082	943954.509	0.1791	-0.2155
60	565304.0136	943952.9944	1173	565304.318	943952.768	-0.3044	0.2263
61	565302.2755	943950.5492	1174	565302.541	943950.985	-0.2655	-0.4357
62	565301.027	943953.2771	1175	565300.913	943953.018	0.114	0.259
63	565311.5921	943952.6286	1172	565311.611	943952.808	-0.0189	-0.1799
64	565314.5723	943952.3465	1171	565314.976	943951.937	-0.4036	0.4094
65	565317.2003	943949.7484	1170	565317.454	943949.35	-0.2536	0.3984
66	565319.8016	943948.501	1169	565319.959	943945.139	-0.1574	0.1909
67	565312.413	943945.1096	1168	565312.493	943945.007	-0.08	-0.2074
68	565332.2138	943938.0668	1167	565332.149	943938.289	0.0648	-0.223
69	565313.1941	943937.7667	1166	565313.198	943937.542	-0.0039	0.2245
70	565286.2132	943933.0161	1162	565286.342	943932.503	-0.1288	0.5131
71	565313.2523	943923.2982	1163	565313.48	943923.176	-0.2276	0.1221
72	565318.1039	943924.1217	1164	565309.953	943924.641	0.3699	-0.5193
73	565335.8629	943934.8973	1165	565335.888	943935.35	-0.0251	-0.2527
74	565351.9197	943921.5132	1157	565351.41	943921.745	0.2097	-0.2317
75	565361.9495	943924.8977	1158	565361.625	943924.783	0.3245	0.2146
76	565398.1353	943931.8451	1159	565397.931	943932.3	0.2143	-0.2958
77	565398.8051	943923.3275	1160	565398.36	943923.32	0.1551	0.0075
78	565384.1143	943927.1662	1179	565383.972	943926.985	0.1421	0.1811
79	565383.8381	943922.7492	1178	565384.185	943922.958	-0.4669	-0.2088
80	565379.3031	943923.1654	1181	565379.69	943923.031	-0.3888	0.1343
81	565379.7173	943927.3624	1180	565379.618	943927.453	0.0993	-0.0906
82	565381.7077	943925.3558	1177	565381.922	943925.479	-0.2142	-0.1232
83	565296.4016	943927.8946	1161	565296.613	943927.055	-0.0095	0.2915
84	565381.4701	943938.9081	1176	565381.765	943939.065	-0.1149	-0.1569
85	565286.7389	943940.1236	1251	565286.15	943940.457	0.0909	-0.1354
86	565253.6956	943941.9369	1253	565253.496	943941.997	0.1995	-0.1931
87	565237.2852	943943.1093	1254	565236.695	943943.13	0.3902	-0.0206
88	565231.8572	943944.9021	1255	565231.857	943944.736	0.0001	0.1539
89	565207.0039	943945.9756	1257	565207.098	943946.089	-0.094	-0.1134
90	565180.1829	943949.8069	1260	565180.431	943949.675	-0.248	0.1318
91	565189.1652	943949.5248	1199	565189.282	943949.425	-0.1168	0.0997
92	565189.9763	943945.2488	1198	565189.963	943945.008	0.1163	0.2408
93	565188.1904	943957.0789	1196	565188.092	943956.678	0.1056	0.4008
94	565191.7931	943956.9653	1197	565191.421	943956.739	0.3831	0.0726
95	565188.847	943961.9032	1195	565188.476	943961.81	0.0574	0.0932
96	565187.7057	943934.6347	1201	565187.428	943934.756	0.3297	-0.1212
97	565184.7734	943934.9168	1202	565184.721	943935.23	0.0524	-0.3132
98	565189.242	943934.7194	1211	565188.953	943934.767	0.2889	-0.0476
99	565198.7121	943931.235	1209	565198.692	943930.985	0.12	0.3099
100	565202.3966	943930.9052	1208	565202.351	943930.781	0.0415	0.1212
101	565202.7264	943934.3896	1210	565202.214	943934.688	0.1514	0.0031
102	565221.9696	943933.9072	1203	565221.879	943932.89	0.0385	0.7772
103	565217.3696	943933.4551	1204	565217.269	943933.145	0.1006	0.2301
104	565216.7474	943929.0864	1205	565216.656	943929.47	0.0914	-0.3835
105	565221.1464	943928.6752	1206	565220.951	943928.987	0.2536	-0.3207
106	565219.1551	943931.0768	1207	565218.962	943931.142	0.1939	-0.0651
107	565243.9385	943931.0934	1244	565243.981	943931.481	-0.0445	-0.4196
108	565241.2203	943926.6641	1245	565241.937	943927.23	-0.7167	-0.5659
109	565247.6173	943926.2482	1242	565247.356	943926.22	0.2613	0.0282
110	565248.0355	943930.6452	1241	565247.973	943930.673	0.0805	-0.0227
111	565245.6269	943928.6548	1243	565245.356	943929.181	0.2909	-0.5261
112	565263.2691	943930.3504	1246	565262.814	943930.544	0.446	-0.1935
113	565257.8571	943929.7343	1247	565257.697	943929.667	-0.0399	0.2073
114	565257.2499	943925.1072	1250	565257.149	943925.735	0.0918	-0.6278
115	565252.8493	943925.7534	1249	565252.138	943925.608	0.7058	0.1454
116	565251.2585	943927.7458	1248	565251.078	943927.995	0.1724	-0.2351
117	565251.7088	943943.0145	1187	565251.562	943943.45	0.1526	-0.4364
118	565255.379	943930.5301	1188	565254.718	943930.083	0.6609	-0.4529
119	565251.8946	943930.8599	1189	565251.955	943931.2	-0.0609	-0.34
120	565252.2244	943934.3444	1190	565252.332	943934.491	-0.0876	-0.1466
121	565245.7553	943931.455	1186	565245.588	943931.809	0.1672	-0.353
122	565246.0852	943934.8255	1191	565246.944	943935.044	0.1411	-0.2189
123	565242.2789	943931.7789	1192	565242.384	943931.838	-0.1131	-0.067
124	565242.6067	943935.2553	1193	565242.643	943935.763	-0.0423	-0.5077
125	565233.518	943936.352	1035	565220.0446	943936.799	-0.5263	-0.352
126	565233.8478	943933.8364	1036	565233.7769	943933.7966	0.0709	0.0398
127	565236.0196	943936.4918	1037	565236.1196	943936.7596	-0.116	-0.0777
128	565236.3034	943920.3562	1038	565236.3725	943920.3327	-0.0691	0.1665
129	565233.8325	943923.4953	1039	565233.5371	943923.5696	0.3253	-0.0743
130	565233.0162	943926.2387	1040	565232.9701	943926.5331	0.0818	-0.2624
131	565201.1499	943921.2715	1057	565201.088	943921.2512	0.0618	0.0202
132	565200.02	943917.7873	1056	565200.7281	943918.3098	0.0918	-0.5227
133	565197.3356	943918.1669	1055	565187.527	943918.5459	-0.1916	-0.429
134	565197.6056	943921.8013	1054	565197.8568	943921.7394	-0.1593	0.1271
135	565185.3953	943925.525	1194	565188.55	943925.51	-0.1547	0.015
136	565182.19	943926.2062	1053	565182.3269	943926.0962	-0.1369	0.16
137	565186.5722	943925.8293	1052	565186.7526	943925.6787	-0.1803	0.1505
138	565186.1952	943921.9171	1051	565186.4616	943922.1108	-0.2662	-0.1937
139	565182.213	943922.1241	1050	565182.5061	943911.7873	-0.2931	0.4368
140	565181.8361	943918.2418	1049	565182.4225	943918.2777	-0.5864	-0.0359
141	565181.4483	943917.8649	1048	565186.314	943917.7196	-0.1656	0.1303
142	565180.7524	943596.783	1047	565181.1167	943596.8787	-0.3643	-0.0857
143	565184.7366	943596.4132	1046	565184.758	943596.943	-0.0214	0.4729
144	565184.3577	943592.6318	1045	565184.5463	943593.0987	-0.1885	0.4351
145	565180.1795	943592.8108	1044	565180.4864	943592.945	-0.1309	-0.1341
146	565179.9043	943587.893	1043	565180.0758	943588.1193	-0.1714	-0.3003
147	565183.8865	943587.4561	1042	565183.9918	943587.6305	-0.1052	-0.1744
148	565181.07	942577.1757	1041	565181.2393	943577.0634	-0.1693	0.1123
149	565178.56	942604.4203	1058	565284.9971	942604.5496	-0.0171	-0.1293
150	565169.4835	942604.161	1180	565169.575	942603.635	-0.0915	0.526
151	565231.1966	942599.1848	1033	565230.9727	942599.0906	0.2238	0.0942
152	565230.8968	942595.7093	1032	565230.6352	942599.3174	-0.4515	-0.437
153	565214.681	942568.8549	1031	565214.6721	942568.885	0.0089	-0.03
154	565214.3512	942565.1735	1030	565214.2892	942565.8273	0.062	-0.2466
155	565214.3581	942560.4509	1288	565214.528	942560.1861	-0.1699	0.3089
156	565222.7823	942560.4133	1028	565222.9293	942560.2438	-0.1436	0.1688
157	565222.4954	942596.4497	1027	565222.6814	942596.1641	-0.2759	0.0855
158	565231.9185	942591.586	1026	565232.0916	942591.09	-0.1728	0.496
159	565231.4277	942586.1208	1025	565231.7735	942586.3311	-0.3458	-0.1911
160	565231.0508	942582.1086	1024	565231.2302	942582.4192	-0.1493	-0.3106
161	565226.1266	942581.6772	1030	565226.6397	942581.5911	-0.5131	0.0778
162	565226.8474	942580.8584	1019	565226.7038	942580.8304	-0.0564	0.028
163	565227.1343	942596.0321	1018	565227.2851	942595.7472	-0.1507	0.2549
164	565227.5132	942599.9863	1017	565226.9672	943600.0803	0.5639	-0.0959
165	565232.2461	942599.5367	1016	565232.348	942599.2781	-0.1019	0.2586
166	565231.3763	942590.8108	1031	565231.6579	942590.2675	-0.0816	0.5352
167	565230.8855	942585.2256	1033	565231.6051	942585.1738	-0.7196	0.0518
168	565230.9285	942581.2414	1032	565231.205	942581.3703	-0.2764	-0.1298
169	565235.3054	942581.8616	1009	565235.4852	942581.536	-0.1797	0.3256
170	565236.3431	942595.1004	1008	565236.7211	942595.1277	-0.3779	-0.0272
171	565235.72	942599.1126	1007	565235.792	942599.548	-0.072	-0.4353
172	565241.2	942588.6886	1006	565241.2466	942588.6207	-0.0466	0.0679
173	565241.8231	942594.7064	1005	565241.7629	942594.751	0.0602	-0.0446
174	565240.3362	942588.9027	1004	565240.3522	942589.499	0.004	0.0657
175	565239.8454	942584.5775	1003	565239.9605	942584.7122	-0.1201	-0.1347
176	565239.4685	942581.3953	1002	565240.1235	942580.2093	-0.655	0.1859
177	565245.8566	942579.7907	1133	565245.812	942579.8324	0.0446	-0.0417
178	565246.2165	942584.7729	1132	565246.08	942585.6162	0.1535	0.1408
179	565246.7243	942588.958	1134	565246.644	942588.850	0.0803	0.1219
180	565247.2132	942594.3017	1135	565247.106	942594.139	0.1051	-0.0762
181	565247.5881	942598.0819	1136	565247.362	942597.892	0.2261	0.1918
182	565253.9763	942597.4752	1137	565254.352	942597.6	-0.3557	-0.1208
183	565253.5993	942595.457	1138	565253.258	942595.505	0.3412	-0.048
184	565253.1124	942588.8164	1139	565252.834	942588.393	0.2781	-0.0496
185	565252.6218	942583.1982	1140	565252.78	942582.923	-0.1584	0.2752
186	565252.1647	942579.186	1121	565252.234	942579.151	0.0306	0.035
187	565261.2097	942578.1373	1234	565261.262	942578.528	-0.0522	-0.3913
188	565261.9016	942582.3205	1235	565261.262	942582.498	0.3396	-0.1779
189	565262.0723	942587.0163	1236	565262.323	942587.051	-0.0486	-0.1657
190	565262.5581	942592.6489	1237	565262.595	942592.904	-0.0357	-0.255
191	565262.9062	942596.6311	1238	565263.275	942596.708	-0.3588	-0.0769
192	565267.6651	942596.1815	1239	565267.624	942595.931	0.0411	0.3715
193	565267.2881	942592.2013	1230	565267.548	942592.331	-0.2578	-0.1297
194	565266.8013	942587.0576	1231	565266.998	942586.897	-0.1966	0.1605
195	565266.3165	942581.8725	1232	565266.331	942581.952	-0.0161	-0.0794
196	565272.3919	942595.7369	1228	565272.513	942595.624	-0.1211	0.1119
197	565272.017	942591.7537	1227	565272.093	942591.692	-0.0759	0.1217
198	565271.5305	942586.61	1226	565271.628	942586.647	-0.0975	-0.037
199	565271.0393	942581.4249	1225	565271.185	942581.477	-0.1457	-0.052
200	565278.9623	942577.4427	1223	565279.023	942577.435	0.0384	0.0076
201	565278.6894	942611.8183	1232	565278.768	942611.437	-0.0985	0.4022
202	565278.3396	942608.5749	1233	565278.284	942608.573	0.0755	0.018
203	565281.1738	942611.5095	1235	565282.127	942611.521	0.0468	-0.0164
204	565281.8441	942608.0251	1234	565281.82	942608.039	0.024	-0.0139
205	565281.0907	942611.8168	1153	565281.436	942611.851	-0.3453	-0.0341
206	565280.7069	942608.1024	1136	565308.76	942608.061	-0.0531	-0.4036
207	565287.2225	942608.6612	1135	565287.32	942608.088	0.0825	-0.2757
208	565310.85	942604.0658	1155	565310.957	942604.081	-0.107	-0.0152
209	565313.8522	942603.6889	1156	565313.761	942603.91	0.0711	-0.2211
210	565314.4503	942599.7307	1153	565314.332	942599.925	0.1432	-0.2183
211	565302.4751	942599.9926	1152	565302.543	942600.092	0.03	-0.0993
212	565313.9988	942596.8948	1151	565313.845	942596.695	0.1548	0.1301
213	565310.0176	942596.2718	1150	565310.015	942596.31	0.0026	-0.0382
214	565309.5543	942590.3772	1149	565309.757	942590.139	-0.2027	0.238
215	565313.5365	942590.0691	1148	565313.658	942589.725	-0.1215	0.275
216	565313.0732	942585.3053	1147	565312.89	942585.953	0.1831	-0.3523
217	565309.091	942585.4922	1146	565309.283	942585.607	-0.192	-0.1147
218	565308.6355	942580.6704	1144	565308.761	942580.723	-0.1255	-0.0526
219	565312.6177	942580.2594	1145	565312.48	942580.25	0.1376	0.0093
220	565312.1966	942575.9157	1143	565312.39	942575.652	-0.1934	0.2362
221	565308.1644	942575.8328	1142	565308.498	942576.062	-0.3316	-0.2694
222	565311.1995	942574.4884	1141	565311.288	942574.164	-0.0888	0.3253
223	565308.2188	942570.121	1140	565308.306	942569.91	-0.0851	0.211
224	565309.0191	942565.0696	1139	565309.183	942565.333	-0.1639	-0.2637
225	565307.2795	942568.1989	1125	565307.066	942568.61	-0.3866	-0.411
226	565287.8665	942574.1612	1126	565287.937	942573.964	-0.0625	0.1781
227	565283.2969	942568.5458	1127	565283.443	942569.14	-0.1461	-0.5942
228	565283.8623	942574.5191	1128	565284.176	942574.349	-0.3136	0.17
229	565279.3167	942568.6218	1130	565279.28	942569.313	0.0346	-0.3952
230	565279.8801	942574.8961	1131	565279.859	942574.9	0.021	-0.0039
231	565279.3191	942579.3391	1132	565279.798	942579.658	-0.1631	-0.3189
232	565287.3078	942582.8068	1129	565287.548	942581.338	-0.3801	-0.4471
233	565283.3101	942588.8527	1239	565283.166	942588.809	0.0441	0.0437
234	565283.5399	942592.3371	1237	565283.645	942593.092	-0.1051	0.505
235	565279.7257	942583.1815	1238	565279.567	942586.852	0.1586	0.1005
236	565280.0555	942592.6669	1239	565279.46	942593.965	0.5955	-0.7018
237	565267.8489	942585.3087	1137	565267.84	942585.331	0.0089	-0.0242
238	565271.5485	942572.8545	1222	565271.768	942572.666	-0.2195	0.1885
239	565269.8319	942570.3394	1223	565269.785	942569.91	0.0252	0.2799
240	565268.5618	942572.9372	1221	565269.029	942573.538	-0.4671	-0.5807
241	565260.734	942572.4812	1233	565260.778	942572.306	-0.0419	0.1752
242	565260.2968	942567.8619	1189	565260.383	942567.81	-0.0862	0.0518
243	565244.7219	942568.3193	1001	565244.1959	942568.4329	0.581	-0.1709
244	565239.4347	942570.7851	1031	565239.6024	942570.6897	-0.1676	0.0954
245	565234.8894	942574.9075	1030	565235.0935	942575.2504	-0.162	-0.3429
246	565247.8117	942573.7061	1000	565247.9029	942573.7308	-0.1112	-0.0245
247	565299.2769	942565.9775	1138	565299.501	942565.778	-0.1241	0.1994
248	565222.2087	942577.1035	1023	565222.1697	942577.0297	0.039	0.2894
249	565283.5396	942574.8799	1022	565282.598	942574.8861	0.1546	-0.0677
250	565239.2601	942577.4018	1021	565239.0753	942577.733	0.2067	-0.1132
251	565230.9536	942575.8594	1066	565230.723	942575.667	0.2325	-0.2736
252	565211.539	942581.3667	1265	565211.21	942580.935	0.309	0.4518
253	565280.9714	942575.3764	1267	565207.103	942575.626	-0.1295	0.1363
254	565207.1568	942581.7437	1264	565207.626	942581.467	-0.0892	0.2757
255	565202.9882	942576.3479	1262	565202.991	942576.587	-0.0018	-0.4397
256	565203.9346	942582.1206	1263	565203.769	942582.052	-0.0561	0.0985
257	565200.91	942581.6645	1020	565201.2925	942581.4456	-0.3404	0.2188
258	565190.7774	942576.2588	1040	565190.6027	942576.1387	0.1746	0.1182
259	565215.4973	942609.9259	1156	565215.377	942610.1314	0.1203	-0.4055
260	565217.3036	942582.7451	1122	565217.308	942582.688	-0.0043	0.2563
261	565258.0783	942593.073	1123	565257.984	942593.169	0.1352	-0.096
262	565258.4562	942597.8552	1124	565258.182	942598.858	0.2741	0.2071
263	565297.5523	942612.1986	1134	565297.273	942612.067	0.2813	0.0995
264	565281.8681	942595.9545	1035	565281.777	942595.3097	0.086	0.2447

LEGEND

A	-ARC DISTANCE	SET 5/8" I.R.-SET 5/8" IRON REBAR		Δ	-DELTA
A/C	-AIR CONDITIONING PAD	LB 7360	LICENSE BUSINESS 7360	∅	-DIAMETER
℄	-CENTER LINE	L.F.	-IRON FENCE	Ⓜ	-MANHOLE
C.B.S.	-CONCRETE BLOCK STUCCO	P.B.	-PLAT BOOK		-CATCH BASIN
Elev.	-ELEVATION	PG.	-PAGE	+7.90	-EXISTING ELEVATION
Fd 5/8" I.R. LB 7360	-FOUND 5/8" IRON REBAR LICENSE BUSINESS 7360	R	-RADIUS	+7.9	-EXISTING GROUND ELEVATION
F.F.E.	-FINISH FLOOR ELEVATION	TYP.	-TYPICAL		-WIRE PULL BOX
		U.E.	-UTILITY EASEMENT		
		TBM	-TEMPORARY BENCH MARK		

THIS ASBUILT SURVEY CONSISTS OF TWO (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED WITH THE OTHER.

ENGINEERS - PLANNERS
SURVEYORS
9594 NW 41 ST., Suite 201.
MIAMI, FL. 33178.
PH: (305) 592-1070
FAX: (305) 592-1078
E-mail: fin@p-a.cc

X:\CLIENTS\COASTLINE CONSTRUCTION\9521 E BAY HARBOR DR\SURVEY\9521 E BAY HARBOR DR.dwg

RECORD OF REVISION

No.:	Date:	Description	By	App

Project Name: 9521 EAST BAY
BAY HARBOR DR

Type of Project: ASBUILT SURVEY

Project Address: 9521 E BAY HARBOR, BAY HARBOR, FL 33154.

FOLIO No.: 13-2227-001-0030

Scale: AS SHOWN
Drawn By: MJL
Checked By: SJP
FB/PG. 381/25-36
Field Date: 05-25-2017
Drawn Date: 06-06-2017
Prepared for:
COASTLAND CONSTRUCTION
Project No.: 170052SU05
Sheet: 2 of 2

ORDINANCE NO. ___

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA GRANTING APPROVAL OF A PLANNED UNIT DEVELOPMENT (PUD) ON CERTAIN DESCRIBED PROPERTY LOCATED AT 9521 EAST BAY HARBOR DRIVE; DETERMINING THAT THE PUD APPLICATION COMPLIES WITH THE PURPOSE AND INTENT OF THE PUD ORDINANCE; MAKING FINDINGS REGARDING THE APPROVAL OF THE PUD APPLICATION; DIRECTING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATION ON THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, Bijou Bay Harbor Condominium Association, Inc. (the "Owner") has submitted an application for approval of a Planned Unit Development (PUD) (the "PUD Application") for property legally described as Lots 3 and 4 of Block 1, Bay Harbor Islands, according to the plat thereof recorded in Plat Book 46 at Page 5 of the Public Records of Miami-Dade County, Florida also known as Bijou Bay Harbor Condominium ("Bijou"); and

WHEREAS, the Town previously approved Bijou as a 41 -unit residential condominium, which is substantially complete and occupied; and

WHEREAS, the Owner seeks a PUD Overlay rezoning per Section 23-18 of the Town Code of Ordinances to achieve two (2) primary objectives, to wit:

(1) To establish a legally binding framework (via recorded conditions) mandating the specific floodproofing measures, operational plans, and use restrictions required to bring the below-grade garage in to full compliance with FEMA and the Florida Building Code;

(2) To authorize a minor, internal non-residential component (an approximately 23 square foot office/administrative suite) to facilitate on-site building management and resident services; and

WHEREAS, the proposed PUD Overlay is the recommended tool to (1) impose the legally binding conditions required to bring the below-grade garage in to full compliance with FEMA floodplain regulations and the Florida Building Code, and (2) authorize the minor, internal non residential component; and

WHEREAS, a public hearing was advertised and held, as required by law, by the Town Council and all interested parties were heard.

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. Having heard the presentations by all parties during the public hearing and having reviewed the plans and other portions of the PUD Application submitted to the Town, the Town Council hereby determines that:

(a) the PUD Application complies with the development parameters of the PUD Ordinance;

(b) the PUD Application complies with the development parameters of the underlying zoning district regulations (RM-1);

(c) the PUD Application will have a favorable effect on the economy of the Town;

(d) the PUD Application will not generate excessive noise or traffic congestion;

(e) the PUD Application will not cause an undue or excessive burden on any public facilities;

(f) the PUD Application will not tend to create fire or other equally dangerous hazards;

(g) the PUD Application will not cause excessive over-crowding or concentration of people or population;

(h) the PUD Application will be compatible with the surrounding area and its development; and

(i) the PUD Application is a reasonable use of the property and results in a public benefit including but not limited the enhancement of the subject property.

SECTION 3. Conditions:

1. The PUD Overlay is based on the site plans and building elevations as last approved by the P&Z Board on October 20, 2015, with the below-grade garage as built.
2. The sole non-residential use permitted under this PUD Overlay is limited to an internal office/executive suite for on-site management, leasing, and association activities serving the condominium residents. This use is strictly limited to a maximum of 36.25 square feet as identified in the application.
3. No restaurant, bar, retail, or any other commercial use open to the general public shall be permitted. No outdoor seating, food service, or amplified sound is allowed.
4. Notwithstanding the PUD approval, the building and all its uses, including the permitted non-residential suite, must comply with all applicable provisions of the Florida Building Code and FEMA regulations for mixed-use structures, including but not limited to construction type, fire separation, accessibility, and flood-resistant design. There is no minimum square footage exemption in these codes for commercial uses within a residential building.
5. Prior to the issuance of a Certificate of Occupancy, the owner shall record a deed restriction, in a form acceptable to the Town Attorney, which constitutes the PUD agreement. This agreement shall legally bind the property to an approved

Floodproofing and Operations Plan for the below-grade garage, ensuring its classification and use comply with FEMA regulations and the Florida Building Code.

6. The PUD conditions run with the land and are binding on all successors and assigns.
7. The issuance of a Final Certificate of Use and Occupancy shall be deemed as full compliance with the conditions contained herein.

SECTION 4. The Town Council, having heard the testimony and having reviewed the information presented to the Town, hereby grants approval of the PUD Application as proposed and determines that the PUD Application serves and protects the public health, safety and welfare to at least an equivalent degree as the underlying "RM- l" Multi-Family Residential zoning district.

SECTION 5. The official zoning map of the Town of Bay Harbor Islands is hereby amended to show a PUD Zoning Overlay designation on the prope1ty which is the subject of the PUD Application and the Town Manager is hereby directed to make the appropriate notations on the map.

SECTION 6: That is any section, phrase, clause, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, that the invalidity shall not affect the other sections, phrases, clauses, paragraphs, sentences, words or application of this Ordinance, and such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions conflict herewith be and the same are hereby repealed to the extent of such conflict.

SECTION 8: That this Ordinance shall be in full force and take effect immediately upon

its passage and adoption.

PASSED on First Reading this ____ day of January, 2026.

PASSED on Second Reading this ____ day of _____, 2026.

_____
ISAAC SALVER
MAYOR

ATTEST:

_____
EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: MORRIS G. (SKIP) MILLER, ESQ.

TOWN OF BAY HARBOR ISLANDS
PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Morris (Skip) Miller, Esq., Consultant Town Attorney Evelyn Herbello, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	January 14, 2026
SUBJECT:	Town of Bay Harbor Islands Comprehensive Plan Text Amendment – Creation of a Property Rights Element and Update to Infrastructure Element.

RECOMMENDATION

Town Council discretion is requested to approve the Ordinance amending the Town's Comprehensive Plan to:

1. Create a new Property Rights Element, including updated Goals, Objectives, and Policies consistent with House Bill 59 (2021) and Section 163.3177(6)(i), Florida Statutes.
2. Update the Infrastructure Element to include sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge as a new subsection.

Staff recommend that the Town Council conduct a public hearing and adopt the proposed ordinance on first reading.

BACKGROUND

Private property rights protections have been included in Florida law for many years through statutes and local Future Land Use Elements (FLUEs). The 2021 Florida Legislative Session

adopted House Bill 59, which requires all local governments to establish a standalone Property Rights Element within their Comprehensive Plans (effective July 1, 2021).

Any Comprehensive Plan amendment submitted after that date—or the next scheduled Evaluation and Appraisal Report (EAR)—must include a Property Rights Element. The statute establishes a mandatory minimum list of property rights to be considered in land use and regulatory decision-making. The Department of Economic Opportunity (DEO) has provided a model set of Goals, Objectives, and Policies (GOPs), which local governments may adopt or expand upon.

The Town has historically recognized private property rights, particularly regarding residential density protections in its FLUE to address prior planning inconsistencies (see FLUE-34). The proposed amendment builds on this foundation while ensuring compliance with state law.
In addition, the ordinance updates the Infrastructure Element to consolidate provisions for sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge into a single subsection for clarity and consistency.

INVENTORY AND ANALYSIS

A. Property Rights Element – Goals, Objectives, and Policies
    a. **Goal 11:** The Town shall protect private property rights and recognize the existence of legitimate and often competing public and private interests in land use regulations and other government actions.
        i. Objective 11.1: The Town shall protect and preserve private property rights.
            1. Policy 11.1.1: The owner of real property shall have private property rights protected and preserved as follows, in accordance with Florida Statutes:
            2. a) The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
            3. b) The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of another person, subject to state law and local ordinances.
            4. c) The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
            5. d) The right of a property owner to dispose of his or her property through sale or gift.

The Town also recognizes protections under the Bert J. Harris, Jr. Private Property Rights Protection Act (Ch. 70, F.S.), including but not limited to:

70.001 – Private Property Right Protection
70.002 – Property Owner Bill of Rights
70.02 – Balancing of Interests
70.45 – Government Exactions
70.51 – Land Use and Environmental Dispute Resolution
70.80 – Construction of ss. 70.001 and 70.51

Goal: Provide for the protection of private property rights in local decision-making in accordance with ss. 163.3161(10) and 187.3, F.S.

Objective PR-1: Consider judicially acknowledged and constitutionally protected private property rights in all land use development and regulatory decision-making.

Policy PR-1.1: Consider the private property rights listed in ss. 163.3177(6)(i) in all land use development and regulatory decision-making.

B. Infrastructure Element Update
    a. The ordinance updates the Infrastructure Element to consolidate the following into a new subsection:
        i. Sanitary sewer
        ii. Solid waste
        iii. Drainage
        iv. Potable water
        v. Natural groundwater aquifer recharge
    b. This update aligns the Comprehensive Plan with current operational practices and clarifies the Town's commitments in infrastructure management.

.

EXECUTE

The amendment will:

1. Add Property Rights Element to the Town's Comprehensive Plan, incorporating the Goals, Objectives, and Policies described above.

2. Update the Infrastructure Element by creating a new subsection addressing sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge.

3. Upon Town Council adoption, transmit the amendment to the Department of Economic Opportunity (DEO) and other required state agencies for review.

CONCLUSION

The proposed ordinance ensures the Town is fully compliant with state law while reinforcing its commitment to protecting private property rights. The Infrastructure Element update improves clarity and organization for municipal services planning.

Town Council may consider approval of the ordinance at its discretion.

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 OF BAY HARBOR ISLANDS, FLORIDA; APPROVING THE CREATION OF A PROPERY RIGHTS ELEMENT TO THE TOWN'S COMPREHENSIVE PLAN AND DIRECTING THE TRANSMISSION OF THE PROPERTY RIGHTS ELEMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND OTHER REQUIRED REVIEW AGENCIES; APPROVING THE AMENDENT TO SECTION 23-56 – COMPREHENSIVE PLAN, TO THE TOWN CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to and in accordance with Florida Statutes Section 163.3174 and Section 23-41 of the Town of Bay Harbor Islands Code of Ordinances, the Bay Harbor Islands Town Council is designated and established as the local planning agency ("LPA") for the Town; and

WHEREAS, pursuant thereto the LPA is responsible for preparing a comprehensive plan or elements or portions thereof for the Town, and for recommending said comprehensive plan or elements or portions thereof to the Town Council; and

WHEREAS, at a meeting held on January 14, 2026**, the** LPA was presented with, and reviewed, (a) the addition of a "Property Rights Element" to the comprehensive plan as set forth below, and (b) conforming changes to Section 23-56 – Comprehensive Plan, of the Town of Bay Harbor Islands Code of Ordinances and other changes required by state law; and

WHEREAS, the LPA recommended approval of the Property Rights Element and the amendments to Section 23-56 of the Town Code of Ordinances by the Town Council; and

WHEREAS, the Town Council hereby finds approval of the Property Rights Element, set forth below, and the amendments to Section 23-56 of the Town Code of Ordinances, attached hereto as Exhibit A, to be in the best interest of the Town and its citizens; and

WHEREAS, the Town Council has determined that the public has been given the

opportunity to adequately participate in the planning process as required by Chapter 163 of the Florida Statutes during the preparation and desires that the Property Rights Element be transmitted to the Florida Department of Economic Opportunity ("DEO").;

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

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

Section 2. The Town Council hereby approves and adopts the proposed amendment to the Town's comprehensive plan by creating Section 11, entitled "Private Rights;" as follows:

> **Goal 11:** The Town shall protect private property rights and recognize the existence of legitimate and often competing public and private interests in land use regulations and other government actions.
>
> **Objective 11.1:** The Town shall protect and preserve private property rights.
>
> **Policy 11.1.1 – Property Rights:** The owner of real property shall have private property rights protected and preserved as follows, in accordance with Florida Statutes:
>
> a) The right of a property owner to **physically possess and control** his or her interests in the property, including easements, leases, or mineral rights.
>
> b) The right of a property owner to **use, maintain, develop, and improve** his or her property for personal use or for the use of another person, subject to state law and local ordinances.
>
> c) The right of the property owner to **privacy** and to **exclude others** from the property to protect the owner's possessions and property.
>
> d) The right of a property owner to **dispose** of his or her property through sale or gift.
>
> **Goal:** Provide for the protection of private property rights in local decision-making in accordance with ss. 163.3161(10) and 187.3, F.S.
>
> **Objective PR-1:** Consider judicially acknowledged and constitutionally protected private property rights in all land use development and regulatory decision-making.
>
> **Policy PR-1.1:** Consider the private property rights listed in ss. 163.3177(6)(i) in all land use development and regulatory decision-making.

Supporting Statutory References:

- **House Bill 59 (2021)** – requiring a Property Rights Element
- **Bert J. Harris, Jr. Private Property Rights Protection Act (Ch. 70, F.S.)** – including protections for property owner rights, balancing interests, government exactions, and dispute resolution.

Section 3. The Town Council hereby approves the amendment of Section 23-56 – Comprehensive Plan, of the Town of Bay Harbor Islands Code of Ordinances, as set forth in Exhibit "A" hereto,

Section 4: The Town Clerk is further directed to transmit a certified copy of this Ordinance to the Florida Department of Economic Opportunity "DEO" pursuant to Chapter 163, Florida Statutes, as well as any other interested governmental entity.

Section 5: 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 6: 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 7: 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 8: The effective date of thee plan amendments shall be the date a final order is issued by the Florida Department of Economic Opportunity (DEO) finding the amendments in compliance in accordance with Section 163.3184, Florida Statutes.

Section 9: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 14th day of January, 2026.

PASSED on Second Reading TBA

_____

Isaac Salver, Mayor

ATTEST:

_____

Evelyn Herbello, Town Clerk

APPROVED AS TO FORM:

_____

Greenspoon Marder LLP
Town Attorneys
By: Morris G. (Skip) Miller, Esq.

EXHIBIT A

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER 23 ZONING AND PLANNING

Sec. 23-56. Comprehensive plan.

(a) *Adoption and exclusion of portions.* The Bay Harbor Islands Comprehensive Plan is hereby approved and adopted in accordance with the provisions of F.S. Ch. 163, Pt. II and Chapter 9J-5, Florida Administrative Code. The Bay Harbor Islands Comprehensive Plan shall consist of this ordinance [Ordinance No. 476] and the following portions of the document entitled "Town of Bay Harbor Islands Final Comprehensive Master Plan," which is attached hereto and incorporated herein:

(1) Chapter 1, the future land use element;
(2) Chapter 7, the capital improvements element;
(3) Comprehensive plan monitoring and implementation program;
(4) The goals, policies and objectives of the following chapters:
   a. Traffic circulation element;
   b. Housing element;
   c. ~~Sanitary sewer, solid waste, drainage, potable water and natural ground water aquifer recharge~~ Infrastructure element;
   d. Coastal management element;
   e. Conservation element;
   f. Recreation and open space element;
   g. Intergovernmental coordination element;
   h. Property Rights element.
(5) Citizen's participation procedures;
(6) Evaluation and appraisal report.

The remaining portions of the document entitled "Town of Bay Harbor Islands Final Comprehensive Plan," are not adopted as part of the Bay Harbor Islands Comprehensive Plan but are considered as supporting documents pursuant to state law.

(b) *Transmission of copies to state; availability to interested parties.* The town manager is directed to transmit to the Florida Department of Community Affairs, within five working days of the date of adoption, five copies of the approved comprehensive plan and to provide copies of said plan to other interested parties as provided by law.

TOWN OF BAY HARBOR ISLANDS
BUILDING, PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Morris (Skip) Miller, Esq., Town Attorney Evelyn Herbello, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	January 8, 2025
SUBJECT:	Town of Bay Harbor Islands – Amending Chapter 17, "Signs," to Establish New Standards for Primary Sign Height, Placement, and Alignment.

RECOMMENDATION

Town Council discretion to approve the proposed amendments to Chapter 17, "Signs," of the Town Code of Ordinances to establish new, clear design standards for the height, placement, and alignment of primary business signs on building facades. These standards will create a more orderly, integrated, and aesthetically pleasing streetscape while providing consistent and predictable rules for businesses.

BACKGROUND

The Town's Sign Code, originally adopted in 1970, requires periodic review to balance commercial visibility with community character and design goals. The existing code contains a generic 14-foot maximum height for primary signs but lacks specific, design-oriented guidance on how signs should relate to a building's architecture. Furthermore, it does not require visual coordination between adjacent businesses in a multi-tenant building, which can lead to a cluttered and inconsistent streetscape appearance. These amendments address these gaps by introducing precise placement and alignment rules.

ANALYSIS

The proposed ordinance introduces key amendments to Chapter 17, specifically within Section 17-20(a)(4) "Maximum height of sign above grade" and Section 17-20(f). The changes replace the previous 14-foot standard with precise, design-integrated rules:

1. **First-Floor Limitation:** Confines primary business signage to the building façade of the business's first-floor occupancy, clearly defining where identification is appropriate.
2. **Architectural Placement:** Requires signs to be placed a minimum of 6 inches below key architectural features. This ensures signs are integrated into the building's design and do not disrupt architectural lines.
3. **Mandatory Alignment:** Requires all primary signs for multiple tenants within the same building or property frontage to share a common alignment (top, bottom, or horizontal center line). The alignment for a building frontage is established by the first approved sign permit, creating a uniform and orderly visual appearance for multi-tenant properties.
4. **Code Consistency:** A corresponding update to Section 17-20(f) removes the outdated, conflicting reference to a 14-foot height limit and directs compliance to the new, more detailed standards in subsection (a)(4).

These amendments provide a comprehensive framework that gives businesses and property owners clear parameters for effective identification while significantly elevating the design coherence and professional appearance of the Town's commercial corridors.

EXECUTE

Upon adoption, the revised Chapter 17 will be incorporated into the Town Code. The Planning and Zoning Department will update all related application materials and informational handouts. Code enforcement will focus on education and compliance assistance. The new alignment standard will be applied prospectively, governing all new sign permits submitted for a building frontage after the effective date.

CONCLUSION

The proposed amendments to Chapter 17 introduce vital new design standards for primary signage. By tying sign placement to architecture and requiring alignment for multi-tenant buildings, these rules are a proactive step toward achieving a more attractive, organized, and high-quality built environment. This supports business visibility while enhancing overall community character. Staff recommends approval.

FINANCIAL ANAYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

1st Draft Ordinance

ORDINANCE NO. ___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES RELATING TO EXTERIOR SIGNS; AMENDING ARTICLE II OF CHAPTER 17, ENTITLED SIGNS; BY AMENDING SECTION 17-20-EXTERIOR SIGNS TO THE TOWN'S CODE OF ORDINANCES PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS, REPEALER, CODIFICATION, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands originally adopted a Sign Code in 1970; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper re-development of lands within the Town, and amends its Codes accordingly; and

WHEREAS, updates to Chapter 17 (Signs) are necessary to balance business visibility with community character; and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Sign 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 Code of Ordinances is hereby amended to modify Chapter 17 entitled "Signs" by amending Section 17-20 entitled "Exterior Signs", as more fully set forth in the attached Exhibit "A", and by reference 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 14th day of January 2026.

PASSED on Second Reading this ___ day of _____ 2026.

_____
ISAAC SALVER, MAYOR

ATTEST:

_____
EVELYN HERBELLO, CMC TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GREENSPOON MARDER LLP TOWN ATTORNEYS
BY: MORRIS G. (SKIP) MILLER, ESQ.

Exhibit "A"

Amendments to the Town of Bay Harbor Islands Code of Ordinances Chapter 17 SIGNS

Sec. 17-20. Exterior signs.

(a) Signs in the B-1 zone shall bear no more than the name of the building, the trade name of the establishment, and the nature of the business, without designation of any particular product or service by trade name. Signs shall be of a size which is artistically and aesthetically proportionate to the size of the building and to the part of the building on which the sign is located. Each business located on the ground/street level must provide at least one business sign (wall/window/door/etc.). If a common ground/street level building area is occupied by more than one business, only one of the uses shall be entitled to a sign. Primary signs in the business district (B-1) shall comply with the following requirements:

(1) *Maximum sign area*. No primary sign shall have an area measured from end to end and top to bottom of all lettering and including spaces between exceeding one and one-half square feet for each linear foot of street frontage occupied by the licensed establishment, with a maximum overall size of 30 square feet.

(2) *Maximum height of sign*. No primary sign shall have lettering exceeding 18 inches in height and lettering less than 12 inches in height per line of signage.

(3) *Maximum length of sign*. No primary sign shall have a length exceeding 60 percent of the linear street frontage occupied by the licensed establishment.

(4) *Maximum height and placement of sign above grade*. ~~The top of all primary signs shall not exceed 14 feet above grade unless otherwise approved by the design review board based on architectural and aesthetic characteristics of a particular location.~~ Primary signs for a business or tenant shall be located on the building façade corresponding to that business's first-floor occupancy. The top of any primary sign shall be placed a minimum of six (6) inches below the top of the allowed sign area as defined by the architectural features of the building façade. All primary signage for multiple tenant spaces or bays within the same building or property frontage shall be aligned. Signs shall share a common top line, bottom line, or horizontal centerline, as established by the first approved sign permit for the building frontage, unless an alternative alignment is required to conform with the height and placement rules of this subsection. Building identification signs may be permitted above 14 feet above grade for buildings three or more stories in height subject to the provisions in section 17-20(t).

(5) *[Area.]* Area of a sign shall be measured and defined as square footage enclosed within a projected rectangle which includes the outer extremities of all lettering, figures, symbols, and characters shown on the sign. In cases where a wall sign consists of different letter sizes, the outer extremities of the lettering shall be determined by the letter sizes which comprise more than 40 percent of the letters in a particular sign.

(6) *Secondary business signs*. Businesses occupying the corner space of a corner building may have one primary sign facing the street on which its main entrance is located. A secondary sign may be displayed provided it is no greater than 50 percent of the measurements specified for a sign in subsections (1), (2), and (3) above.

(7) *[Requirements for additional signs.]* In addition to the above, one additional business sign hung under a covered walkway or canopy positioned 90 degrees to the street may be permitted, provided there is a minimum vertical clearance of eight feet and such sign shall not exceed three square feet. The sign content may include the name of the business and the nature of their goods or services. A logo may be included. The sign may be double-faced.

(8) *[Mounting.]* All signage affixed to a building's exterior in the B-1 district shall be affixed to the wall surface or on top of a ledge or overhang, but in no event shall signs be allowed to hang from a ledge overhang or be mounted on poles or columns supporting a ledge or overhang without prior approval of the design review board.

(9) *[Plaques, etc.]* All signage which is in the form of a plaque, or signs consisting of individual letters mounted on a flat surface which is in turn affixed to the wall or other building surface, must be approved by the design review board. Except for the letters themselves, no plastic or similar materials shall be permitted.

(10) *Prohibition of exposed wiring*. No face jumping or wires visibly connected to individual letters shall be permitted.

(b) *Window and door signs*. One sign per window are permitted per business establishment. Window signs shall not exceed ~~25~~ fifty percent (50%) of the total window glass area of each business establishment, excluding doors. The maximum letter size on any window sign shall be eight (8) inches for letters in the primary line and four inches for letters in the secondary line. The first letter of each word in the name of ~~the business and~~ any logos, logotypes, symbols, graphics, bandings, ascending, descending or swash letters, or combinations thereof, may be increased up to 50 percent if it is flourished in a professional manner. Window signs may be placed only on windows that form a part of the space being occupied by the advertising business, provided however that the top of any such sign may be no higher than ten feet above grade unless otherwise approved by the design review board, based on architectural and aesthetic characteristics of a particular location. Window signs shall not be illuminated from an exterior source in any manner. Non-illuminated signs placed more than five (5) feet from the face of any window surface are exempt

from the provisions of this section. Professionally designed window displays are exempt from this section.

(1) *Credit and debit card signs*. In addition to the above, each business establishment may display, at a single location on a glass window or door, decals or stickers indicating credit card or debit cards which are accepted therein, provided the total area of the decals or stickers displayed does not exceed 24 square inches. The area of such decals or stickers shall not be included in the aforementioned 25 percent window glass area limitation. No more than four credit card or debit cards names or symbols shall be displayed. Such decals or stickers shall be placed on window surfaces no more than three inches from a door or window frame or mullion near the middle portion of the window or door. All such decals or stickers shall be maintained in a good, neat and orderly condition. Deteriorated, faded or damaged (cracked/ripped) decals or stickers are prohibited and must be replaced in a timely manner. Failure to comply with the above provisions shall be deemed a code violation subject to fines and legal action.

(c) Door signs. One door sign is permitted per business establishment may additionally state the business hours, address number, telephone number, either an E-mail address or website address, and the name of the members, agents or brokers, of the business, as well as the licensing numbers of those individuals, if same are required by law. Door signs shall not exceed twenty-five percent (25%) of the door glass area to which the sign is affixed. All such lettering shall not exceed four inches in height per line; address numbers shall not exceed four inches in height. Address numbers shall be placed on the front of any back door leading to each business location for public safety purposes and deliveries. If a business does not have a street-facing door, the business may include its telephone number and website address on its window in accordance with the provisions and limitations set forth in subsection (b), above. In the instance of no window sign, the name of the business may be placed on the door with lettering not to exceed four inches in height.

(d) The owner of each building shall be responsible for selecting the color of lettering to be used for all signage on his/her building. The building owner shall notify the town of the color selected, and the owner, his/her employees or agents shall be responsible for assuring that each tenant is aware of the selection. Tenants are responsible for selecting the font, style and type sign which conform with the color as chosen by the building owner and with letters in compliance with [subsection] (e) below. However, the color of the lettering contained within window signs may only consist of one of the following colors: black, white or gold. All window signs are to be uniform as to color as all other window signage on the building.

(e) Primary identification signage shall consist of individual letters (e.g., channel reverse channel, cast, formed, etc.) with a minimum depth or return of one-half inch and shall be installed or mounted in such a manner that the face of the letter is a minimum of one inch from the wall or mounting surface, however, primary signage which consists of a plaque, or of individual letters mounted on a flat surface which is in turn affixed to the wall or other building surface, as

provided for in section 17-20(a)(8), shall only have a minimum depth or return of one-half inch and shall be installed or mounted in such a manner that the face of the letter is a minimum of one-half inch from the wall or mounting surface. Notwithstanding the foregoing, primary signs located less than seven feet above the sidewalk grade, affixed to a wall or other building surface, shall have a minimum depth or return of one-quarter inch. All such signage is subject to planning and zoning department approval as to aesthetics, including methods of mounting and illumination, if any. If illumination requires the use of "raceways" (boxes behind the letters to hold wiring), such shall be of the same color as the building or background behind the raceway.

(f) Only one sign of each type, i.e., primary identification, window, door, shall be permitted for each retail store and business establishment, and each building shall be permitted one primary identification sign which bears the name of such building, except as provided in sections 17-21 and 17-22. The top of all signs shall not be higher than 14 feet above the sidewalk grade with the exception of building identification signs as allowed in section 17-20(t). These provisions shall be controlling over the provisions of paragraph (a) in the case of any conflict.

(g) Theater signs shall not be limited by subsection (a) above, but shall be incorporated in the basic architecture of the building and approved as a whole with the building plans. However, sign installations on theaters shall be subject to application, approval and permit requirements according to section 17-3.

(h) Building tenant directory signs are required for all multi-story buildings in the B-1 District in accordance with section 17-3. All building tenant directory signs must be installed adjacent to an elevator, if placed inside a lobby, or near the lobby front door and rear door, if provided, on an exterior wall surface if placed outside of a lobby.

(i) Signs in atria or semi-enclosed areas are treated for all purposes and subject to regulation in the same manner as if said areas were facing the street on an exterior wall. All provisions of this section relating to exterior signs in the B-1 zone are applicable to atria or semi-enclosed areas. Notwithstanding the foregoing provisions, illuminated or non-illuminated light boxes may be installed in the pedestrian walkways connecting the walkways paralleling Kane Concourse with the rear parking areas and/or the alley separating blocks 11, 12, 20 and 21, provided a permit is applied for and approved in accordance with section 17-3. Any such light boxes shall be positioned perpendicular to Kane Concourse unless the pedestrian walkway is angled in such as manner so that the light box is not visible from any adjoining roadway. The maximum size of any single light box shall be three feet in width by five feet in height. All such light boxes shall be maintained in proper working condition and appearance with all lighting operational, no broken glass and all framing maintained. All display items within light boxes shall be limited to those products or services owned or sold by the tenant upon which the light box is attached to the exterior of portion of the building occupied by the tenant.

(j) Primary identification signage and window signs may include logos. The town has discretion to approve logos and has the final authority to limit or grant

approvals of logos based on aesthetics, proportions, and overall considerations of the surrounding neighborhood.

(k) No awning or canopy shall be erected bearing any sign, including, but not limited to, letters and logos. However, the awning or canopy may bear the trade name of the establishment with which it is connected if the establishment does not have a primary sign on the same side of the building on which the awning or canopy is located. All provisions of the town's ordinances regulating signs must be complied with.

(l) A one-time, professionally made temporary canvas or plastic sign may be displayed for a new business to state, "grand opening" on their premises for no more than 30 days upon the receipt of a permit and the payment of a $100.00 fee. Also, a one-time, professionally made "coming soon" sign shall be permitted upon the application for a permit and payment of a $100.00 fee. Such sign shall not exceed two feet vertical by six feet horizontal and may contain the words "Coming Soon," the name of the establishment and the nature of the business. The permit for this sign shall be issued for a period not to exceed six months. No permits shall be issued to businesses that have not filed an application for a business tax receipt with the town clerk.

(m) For an existing business to promote a special occasion or sales event, a professionally made temporary canvas or plastic banner sign may be displayed to announce the event. The location of the sign must be on the site where the business is located, and may be placed in a window, door or across the building facade. If placed outdoors, any such sign shall be securely fastened to the building. Such sign shall not exceed two (2) feet vertically by six (6) feet horizontal. Such signs shall not be placed on the premises more than four times per calendar year and shall not be placed for more than ten days at any one time. A time period of at least 14 days must separate any placement of such signs. Prior to installing any such sign on their premises, a permit must be obtained from the town and the posting of a bond to ensure its removal at the end of the permit period.

(n) No permits may be issued for box signs and/or signs utilizing flat plastic letters affixed to a flat surface subsequent to the effective date of this section. Such signs existing as of the effective date of this section shall be considered to be nonconforming and should be replaced with signage in conformance with this section at the earliest practicable date. All such nonconforming signage as described in this subsection shall have been removed or replaced within five years of the effective date (August 12, 1997).

(o) Business located on the second floor of a building or higher, and businesses which do not occupy space directly adjacent to the street, are not permitted any signage other than door signs and building directories. This subsection (o) shall not apply to religious institutions, as religious institutions are restricted only to the second floor of a building and higher.

(p) Notwithstanding the above, windows, doors, directory, temporary and interior signs may be approved by the town manager or his/her designee as long as it meets the current provisions of the Town Code as set forth in this chapter.

(q) Notwithstanding any contrary provision(s) of this section, a publicly elected local, state or federal governmental official conducting a public business will be permitted to place a sign on the ground floor in the B-1 Business district which identifies his or her elected position and identity, subject to prior approval of the design review board of the town.

(r) "Visitor parking," "no parking," "private parking" or other designated parking signs shall be permitted on private property to identify private parking and limitations thereto in the Business district (B-1) subject to prior approval of the town as to size, placement, and aesthetics. The "no parking" signs may be freestanding, but shall not exceed four feet in height, and shall be weighted or anchored into the ground at the bottom to keep the signs from topping over. Not more than one sign shall be permitted at the driveway entrance(s) to a parking facility and not more than one sign per four parking spaces within an off-street parking facility.

(s) For sale, for rent, or for lease signs shall be permitted in the Business district (B-1) but shall not exceed one sign on each business, shall be no greater than 1.5 square feet in size, and shall be limited to: situation (sale, rent, lease, zoning, size of property); name of owner; broker or agent; phone number/E-mail; designs or trademarks, provided such design or trademark shall be appropriate to the scale of the sign. In addition, one sign may be hung from, or attached to the approved sign for temporary use announcing one additional bit of information limited to: For rent, for lease, open, by appointment only, size, zoning, associate's or salesperson's name. A "Sold" sign may be attached to the sign for a period of 30 days subsequent to the date of the sale. All of the above signs shall not exceed 48 square inches). Signs may be double-faced. No handmade signs shall be permitted. The sign shall be placed on a stand in front of the business, but not on town right-of-way, when physically possible. If the location of the business does not permit such placement, then the sign shall be placed on the window or door so it can be seen from the street. Before any "for sale," "for rent," "for lease" or "no parking" signs are displayed, an application for a permit for such display shall be filed with the town and a fee of $25.00 paid by the applicant to the building department who shall issue such permit if applicant has complied with all provisions of this section. If a real estate company or its agent obtains a permit for a sign and sells the property before the expiration of the permit, the sign may be transferred to another property within the town so long as the real estate company or its agent notify the building department in writing of the change in location. Such signs shall be outdoors only and in plain black lettering on white background, with no iridescent paint or coloring or other lighting, and shall be of neat professional appearance. Notwithstanding the above, a company logo or trademark may be colorized, provided the logo or trademark colors are compatible and not bright iridescent "neon" colors.

(t) *Building identification signs*. Buildings with three or more stories in height may be allowed to have building identification signs exceeding 14 feet above the sidewalk grade subject to the approval of the design review board per subsection (a)(4) and subject to the following conditions:

(1) The sign(s) should be placed at the uppermost portion of the building and designed to be in proportion to the architectural facade or wall of the building upon which it is attached;

(2) Signs, if permitted, shall be affixed solely to building facades that face an adjoining street frontage. Illuminated signage is only permitted when the land across the adjoining street is located within the B-1 Business District. However, signage facing a residential district shall not be illuminated. For the purpose of this section, the alleys between Blocks 11, 12, 20 and 21 are not considered street frontages;

(3) No more than two building identification signs are allowed per building and only one sign is allowed per street frontage;

(4) A building identification sign is primarily intended to identify a multi-story/multi-tenant building complex.

(5) No building identification sign shall include off-premises tenants, sponsor or advertising of any type;

(6) Building identification signs, if allowed, shall be placed to not break important horizontal or vertical building lines or architectural features. This requirement will be considered met if none of the following types of lines are broken:

a. Cornice lines; lintel or sill lines, actual or extended; belt course lines;

b. Column or pilaster lines;

c. Columns, decorative panels, friezes, keystones, medallions, ornamental trim, ornaments, pediments, pilasters, rosettes, windows, and similar architectural detail features.

(7) The sign length should not exceed 60 percent of the architectural façade or wall of the buildings upon which it is attached;

(8) The maximum overall square footage for each individual sign shall not exceed 180 square feet;

(9) The maximum height of all letters, numbers or logos in a sign shall not exceed 36 (thirty-six) inches in height.

(u) Notwithstanding the above provisions, based on the proposed sign design, sign location, building height, architectural features or other unique circumstances, the design review board may vary the above criteria. If the design review board varies from the above criteria, copies of the approved sign and written reasons for the modifications shall be forwarded to the town council within 15 days. Upon receipt of the design review board's action a member of the town council or the town manager may appeal the board's decision. If the board's decision is appealed the matter shall be placed on the next available town council meeting agenda for action.

(v) *Sidewalk café/outdoor restaurant menu board/sandwich sign.* One menu board or sandwich sign is allowed per restaurant and shall be limited to six square feet in area. The color of the sign frame and sign background shall be

approved by the Town. White, grays, or wood colored earth tones are required for the above. There shall be no signage or logos displayed on umbrellas that can be seen from the public right-of-way, other than the name of the business establishment;

(w) *Holiday decorations.* Holiday decorations are permitted to be installed up to two weeks before and one week after the specified holidays listed herein. All holiday decorations must be placed on the interior of the business. No holiday decorations may contain any business names or logos. No holiday decorations shall be placed on the Town's property. Holiday decorations are permitted on private property for the following holidays:

(1) *United States federal holidays.* New Year's Day, Birthday of Martin Luther King Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day;

(2) *Other holidays.* Valentine's Day, St. Patrick's Day, Mothers Day, Flag Day, Fathers Day, Halloween;

(3) Religious Holidays.

(x) *Vacant property*. If any commercial property is vacant for more than 15 days, all glass surfaces visible to the public at street grade shall be kept clean, and the interior of such vacant store shall be screened from public view in one of the following ways until the property is occupied:

(1) All glass surfaces visible to the public at street grade shall be covered with a town-approved material having a common design motif and a consistent predetermined color (material available at the building and zoning department); or

(2) Decorative displays of the future tenant of the vacant store. Such screening shall consist of a town-approved material having a common design motif and a consistent predetermined color. Such screening material shall be mounted on a freestanding partition, attached to a wooden frame or affixed by other temporary means.

TOWN OF BAY HARBOR ISLANDS
PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager Evelyn Herbello, Town Clerk
CC:	Morris (Skip) Miller, Esq., Consultant Town Attorney
FROM:	Lorrainia Belle Town Planner
DATE:	January 8, 2026
SUBJECT:	Town of Bay Harbor Islands – Amending the Town's Code of Ordinances related to Construction Site Operations.

RECOMMENDATION

Town Council discretion to approve the attached Ordinance amending Section 5-5 of the Town Code to enhance construction site cleanliness, security, and worker amenities.

BACKGROUND

Section 5-5 has been updated twice in the past 12 months to address ongoing construction-related concerns. In August 2025, the Council amended subsection (h) to enhance daily job site maintenance requirements. In October 2025, the Council further amended Section 5-5 to prohibit all off-site construction parking and significantly increase penalties, raising fines to $5,000 for a first violation and $10,000 for a second, with a Stop Work Order authorized for a third violation.

Despite these changes, recurring issues related to worker conduct after hours, inadequate daily cleanup, and lack of on-site changing facilities have continued to prompt resident complaints. The proposed amendments are intended to address these persistent quality-of-life and neighborhood nuisance issues by establishing clear, enforceable standards for on-site changing facilities, daily cleanup, and post-work site vacating.

ANALYSIS

The proposed amendments introduce three new requirements for all construction sites within Town limits:

1. **Designated Changing Facility** – A fully enclosed, on-site facility must be provided for construction workers to change clothing. Changing outside of this facility is prohibited.
2. **Daily Cleanup Requirement** – All construction sites must conduct a daily cleanup of garbage and debris within the premises, ensuring waste is properly contained by the end of each workday.
3. **No-Loitering Policy** – All personnel must vacate the construction site immediately upon completion of daily work activities. Loitering after hours is prohibited unless authorized for security or management purposes.

These amendments will be integrated into existing subsections of Section 5-5 for logical enforcement and clarity. Penalties for violations will follow the existing enforcement structure outlined in subsection (m).

CONCLUSION

The Town Council may consider approval of the attached ordinance to promote cleaner, safer, and more orderly construction sites. These amendments will provide clear standards for worker facilities, daily maintenance, and site security, supporting the Town's goal of minimizing construction-related impacts on residents and neighborhoods.

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 BUILDING AND CONSTRUCTION ACTIVITIES; AMENDING ARTICLE 1 OF CHAPTER 5 ENTITLED BUILDINGS AND CONSTRUCTION BY REVISING SECTION 5-5 PERTAINING TO PARKING AT CONSTRUCTION SITES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted the first Building and Construction Code for the community in 1961; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper development and re-development of lands within the Town, and amends its Codes accordingly; and

WHEREAS, after studying of the existing Code provisions, the Town Council finds that a need exists to modify the existing Code provisions, and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Building and Construction Code.

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

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

Section 2: That the Town of Bay Harbor Islands Building and Construction Code is hereby amended to modify Section 5-5, “Construction site operations”, as more fully set forth in the attached Exhibit “A” and by reference are made a part hereof.

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

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

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

PASSED on First Reading this ___ day of January, 2026

PASSED on Second Reading this ___day of _____, 2026.

_____
ISAAC SALVER
MAYOR

ATTEST:

_____
EVELYN HERBELLO
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: MORRIS G. (SKIP) MILLER, ESQ.

Exhibit "A"

Amendments to the Town of Bay Harbor Islands Code of Ordinances

Chapter 5 - Buildings and Construction

Sec. 5-5. Construction site operations.

It is the purpose of this section to promote the public health, safety, and general welfare and to minimize public and private losses arising as a result of unauthorized access to construction sites, or from loose and unsecured materials at construction sites during emergency weather conditions, to minimize exposure and prohibit activities which may pose a danger to persons located off the construction site, from debris, materials or activities carried on at the construction site by enacting the following regulations.

1. *Definitions.* The following words or phrases when used in this section shall have the meanings ascribed to them herein:

   (a) *Construction site* includes all sites where new construction, renovations, or additions take place, other than just interior work that is not visible to the exterior of the premises, and any construction that shall include excavation or exposure of the interior of an existing structure. A construction site shall not include paving or repaving of a driveway, or other re-surfacing and/or minor interior renovations or construction that is not exposed to the elements.

   (b) Construction workers. An individual who is employed to perform labor or services as part of a construction crew on a construction site, including but not limited to tasks involving building, demolition, excavation, grading, or other site development activities.

   (c) *Secure,* in reference to items, includes fastening down or removing all hazardous objects, including but not limited to, such as construction shacks, temporary toilets, roofing tile, building materials, trash, forms, insecure structures, and temporary electric service poles, The term "secure" as applied to construction site access, includes protecting the construction site, during the hours described herein in paragraph (i), by way of locked fence surrounding the perimeter of the site and/or the provision of a security.

   (d) *Debris control.* A construction site shall be maintained in a neat and orderly manner. A trash enclosure, dumpster, or other container shall be maintained in the construction site at all times. Loose debris shall be placed within the enclosure. A cover shall be maintained over such debris containers during periods when no construction activity is taking place and at the end of each construction day.

   (e) *Erosion and run-off control.* In compliance with the town's National Pollution Discharge Elimination System (NPDES) permit requirements, prior to beginning any clearing, grubbing, or construction activities, as part of the building permit process, the contractor shall submit a plan (Erosion and Sediment Control Plan) detailing the location and handling of materials, soils and outlining the actions that will be taken to prohibit run-off of dirt, sand, fluids, vegetation or any other item into the town's stormwater system or onto adjacent property and waterways. Piles of soil, or any other methods approved by the town, shall provide for a containment area to reduce run-off.

(f) *Temporary bathroom <u>and changing</u> facilities.* Temporary bathroom facilities shall be placed at a location that minimizes visibility from off-site. Any such facility shall be located behind a temporary construction fence, which shall completely screen the construction site on all sides. The bathroom facilities shall be maintained in sanitary condition and emptied on a regular basis. Failure to do so will constitute a violation of this section. No temporary bathroom facility may be kept on a construction site unless construction activities are actively occurring.

(1) <u>A fully enclosed, on-site changing facility shall be provided for the exclusive use of construction workers to change clothing. Changing of clothes shall not occur outside of this designated facility. The facility shall be maintained in a clean, secure, and sanitary condition, and shall be located so as to minimize visibility from off-site. This facility shall be in addition to any temporary bathroom facilities required under this section.</u>

(g) *Vegetation maintenance.* Vegetation such as grass, shrubs, trees, and groundcovers shall be maintained in such a fashion so that the construction site does not appear overgrown or unkempt. Within 30 days of demolition of an existing structure, the construction site must be graded to be generally level with no piles of debris or fill material, sodded, and properly maintained, until such time as a construction fence is erected and construction activity begins. If more than 90 calendar days occur between the demolition of an existing structure and new construction, unless otherwise approved by the building official for unusual circumstances or safety reasons, the temporary construction fence and all construction related equipment and materials must be removed from the site, and the lot sodded and maintained until actual construction occurs. If for any reason construction activities cease for a time period exceeding 30 days, the town shall require that the site and any improvements therein be secured, the temporary construction fence fortified, and construction related equipment and materials removed from the site, until actual construction occurs again.

(h) *Temporary construction fence.* A temporary construction fence screening the construction site shall be erected and maintained in good order at all times. The temporary construction fence shall be erected and completely in place as a requirement for the issuance of a building permit and prior to the beginning of construction activities. The temporary construction fence shall be an eight-foot-high chain link fence with a screening material attached to visually screen and minimize impact to neighboring properties which may be affected by construction site dust and debris. The exterior face of such temporary construction fencing shall have a fabric mesh attached thereto with a town-adopted decorative graphic. The town will pre-select the allowable decorative fabric mesh design(s). This requirement applies to all exterior faces of such fences (street(s)/rear/sides); however, this provision regarding decorative fabric mesh shall not be applicable to temporary construction fences on the West Island. The town manager or their designee shall administer and enforce these provisions. A fence permit is required for the temporary construction fence. The fence installed must be inspected, and the fence permit must be closed-out by the building department prior to the issuance of a building permit for the development.

(1) A temporary construction fence will be required for all new construction and substantial renovations.

(2) Work being done within the unit is exempt from this requirement. However, if a temporary bathroom facility and/or a dumpster is to be located on site, the temporary construction fence must be installed.

(3) Work on pools, pool installations or substantial renovations will require a temporary construction fence at all times to avoid health and safety hazards. Also pools undergoing renovations and new pools being installed must be emptied of accumulated water at all times.

(i) *Construction staging plan.* The owner, occupant or user of any construction site for a commercial and multifamily project, shall be required to present a plan to the town manager or his/her designee for approval prior to the issuance of a building permit by the building official. The plan shall include, but shall not be limited to, the following elements:

(1) Parking provisions for construction workers shall be permitted only on the designated project site. Off-site parking or the leasing of alternative parking locations inside the Town is strictly prohibited. All construction workers not parking on site shall be transported into Town via shuttle or bus service. Effective as of October 8, 2025, all existing construction projects utilizing off-site parking shall have thirty (30) calendar days from that date to come into full compliance with this provision.

(2) General traffic and detours including specific routes to and from the construction site.

(3) Delivery and location of cranes.

(4) Delivery and storage of materials.

(5) Use of state certified flaggers with state approval equipment and/or off-duty police officers. Off-duty police officers will be required for the following activities: a complete street closure for more than one hour, a concrete pour lasting more than six hours, when cranes are delivered and set-up and when they are being removed from the construction site, and any other activity as may be required by the town manager or his designee. Certified flaggers may be used for normal deliveries and short time single lane closures.

(6) Construction fencing with visual/dust barrier.

(7) Construction signs.

(8) Temporary construction trailer approval required by the town manager in subsection 23-4(7), provided:

a. The location of any trailer provides for safe and efficient completion of the project with minimal disruption to existing residents, businesses, parking or traffic flows, and to ensure that public services and facilities are available.

b. No more than one trailer is permitted per development site.

c. No trailer may exceed one-story/12 feet in height above grade.

d. No trailer may exceed 530 square feet in size.

e. No trailer shall be located within five (5) feet of any property line.

f. The location of the trailer shall be approved by the town manager to minimize the impact on neighboring properties.

g. The trailer and all related temporary facilities shall be removed from the site prior to the issuance of a certificate of occupancy.

h. Construction trailers are permitted to be located on a neighboring staging area if proof is submitted that the property owner agrees to its proposed location. Parking in the vicinity of the off-site trailer is strictly prohibited.

(9) Temporary sales office approval is required at the discretion of the town council in subsection 23-4(7), provided:

a. The location of any office provides for safe and efficient completion of the project with minimal disruption to existing residents, businesses, parking or traffic flows, and to ensure that public services and facilities are available.

b. No office may exceed one story/12 feet in height above grade.

c. The office and all related temporary facilities must be removed prior to the issuance of a certificate of occupancy.

(10) Use of meter parking spaces is strictly prohibited.

(11) Use of right-of-way.

(12) Provisions for pedestrian safety and pedestrian paths.

(13) Location of construction dumpsters and temporary bathroom facilities.

(14) Any other issues which may uniquely relate to a particular construction site.

(j) Staging plans shall be required for single family, multi-family and commercial projects. The construction staging plan shall be presented to the town during the DRC and/or DRB process, in the form of site plans, location maps, critical path diagrams, and explanatory commentary. The building and zoning department will coordinate the review of the construction staging plan with the public works department, town engineer, police department, building official, town planner, code compliance department and town manager's office. Off-site parking within the Town limits is strictly prohibited. No permit shall be issued on a construction project which requires a construction staging plan, until such plan has been approved by all the appropriate departments.

(k) Job site maintenance. The owner, occupant or user of a construction site shall complete job site maintenance a minimum of twice daily within specific

time frames: between 9:00 a.m. to 11:00 a.m. and between 4:00 p.m. to 6:00 p.m., Monday through Friday. Pursuant to section 12-26(1)(a), no construction activities are permitted on Saturdays or Sundays, except for watering for dust mitigation purposes. Watering maintenance on Saturdays and Sundays will be required unless the building official determines it is unnecessary. Legal holidays are exempt from any job site maintenance activities. Daily job site maintenance shall include the following:

(1) Sweeping of public roadways which are directly affected by construction site dust, debris or activities;

a. A magnetic sweeper is required for picking up ferrous materials like nails, screws, metal shavings, and other small metallic objects.

(2) Pick up and disposal of litter at or generated by the construction site;

(3) Washing down of any street signs or public facilities which are impacted by dust or debris from the construction site activity;

(4) Stacking of construction materials in a manner which assures that the materials and the material packaging shall not fall or be transported into any canals, drainage facilities or other water bodies in the vicinity of adjacent to the site;

(5) Watering of exposed loose earth at the site so as to minimize off-site transport of particulate matter.

(6) Compliance with additional job site maintenance components which are described in an applicable construction staging plan for the construction site.

(7) <u>Daily cleanup of all garbage, debris, and litter generated on the premises. All waste shall be placed in designated dumpsters or trash enclosures by the end of each workday.</u>

(l) *Job site security.* The owner, occupant or user of a construction site shall secure the construction site from unauthorized access between the hours of 6:00 p.m. and 9:00 a.m. of the next day by the use of a locked fence and/or security, assuming construction activities are occurring during the day. In the event that a hurricane watch is issued by the United States Weather Bureau, the owner, occupant or user of a construction site shall comply with the requirements of section 8-16 of the Miami-Dade County Code, by taking all steps necessary to secure the construction site, including removal or securing of hazardous or loose objects.

<u>Upon completion of daily work activities, all personnel shall vacate the construction site immediately. Loitering on-site after work hours is prohibited. This provision shall not apply to authorized security personnel or individuals with written approval from the site owner or manager.</u>

(m)Parking. Motor vehicles which are used by construction workers and others involved in the construction of the project at the site for the purpose of commuting to and from the construction site, shall not be parked off the construction site. Parking areas within the construction site are to be properly screened from the public and shall not be detrimental to the surrounding

neighborhood. The town approval shall be based on assuring that: public streets or right-of-way are not blocked; that adequate parking remains for existing residences and businesses; and that any impact to public parking resources is mitigated. Effective as of October 8, 2025, all existing construction projects utilizing off-site parking shall have thirty (30) calendar days to bring such parking arrangements into full compliance with this section.

(n) Public right-of-way. Any construction vehicles or equipment involved in construction at a construction site which block a public roadway or right-of-way shall require a town right-of-way use permit and approval, with appropriate conditions, as issued by the town manager or his/her designee, 72 hours in advance of any such activities which impact a public right-of-way.

(o) Netting. All structures exceeding 30 feet in height shall provide a dust/debris netting barrier erected in such a way to completely surround the structure. Structures being erected on waterfront lots and exceeding 20 feet in height shall provide a dust/debris netting barrier on the portion of the structure facing the water. The type of netting material shall be identified in the construction staging plan and is subject to town approval.

(p) Enforcement. Failure to abide by the provisions of this section shall constitute a violation of the Town Code. Each day that a violation continues shall be deemed a separate violation. Any owner, occupant or user of a construction site who fails to correct a violation of this section after receiving notice from the Town shall be subject to the following penalties:

(1) A fine of $5,000.00 for the first violation;

(2) A fine of $10,000.00 for a second violation;

(3) For any subsequent or repeat violation, a Stop Work Order shall be issued pursuant to Section 12-27.

If the violation is corrected within the time prescribed in the notice, the fine shall be waived unless the violation is determined to be irreparable or irreversible in nature.

ITEM 17

TOWN OF BAY HARBOR ISLANDS
BUILDING, PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Interim Town Manager
CC:	Morris (Skip) Miller, Esq., Consultant Town Attorney Evelyn Herbello, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	November 12, 2025
SUBJECT:	Town of Bay Harbor Islands – Notification to the Florida Department of Economic Opportunity (DEO) Regarding Required Comprehensive Plan Updates (EAR-Based amendment)

RECOMMENDATION

Staff recommend that the Town Council authorize the submission of a formal notification letter to the Florida Department of Economic Opportunity (DEO). This letter will state the Town's determination that updates to its Comprehensive Plan are necessary to address changes in state law and local conditions, thereby initiating a one-year deadline to prepare and adopt the required amendments.

BACKGROUND

Pursuant to Florida Statute § 163.3191 and Rule Chapter 73C-49, Florida Administrative Code, local governments must, at least every seven years:

a. Determine whether amendments to the Comprehensive Plan are needed to reflect changes in state requirements or local conditions.
b. Notify the State Land Planning Agency (DEO) of this determination.
c. If amendments are necessary, transmit the proposed amendments to the DEO within one year of notification.

Failure to submit this notification or the subsequent amendments within the one-year timeframe prohibits the local government from amending its Comprehensive Plan until it complies.

The Town's legally binding Comprehensive Plan was originally adopted in 1989. The Future Land Use Element was last substantively updated in December 2004. Since that time, while some targeted amendments have been made, there has been no comprehensive update to reflect numerous changes in state law or to fully address evolving local conditions.

ANALYSIS & PLANNING HISTORY

1. Addressing State Mandates and Compliance Issues

The Town's current Comprehensive Plan does not fully align with modern state statutes. A primary example is the 2015 state law (Section 163.3178(2)(f), F.S.) that requires coastal communities to include a "Peril of Flood" component in their Coastal Management Element. This mandate requires strategies for reducing flood risk, encouraging removal of properties from FEMA flood zones, and ensuring consistency with current building codes and resilience planning.

- **Formal Notice of Non-Compliance:** In **August 2022**, the DEO formally notified the Town that it was non-compliant with this law and required a plan for corrective action.
- **The Path to Resolution:** The necessary "Peril of Flood" amendments were drafted as part of the full Comprehensive Plan update prepared in 2018. Critically, the DEO has indicated that it requires this update to be processed in its entirety, as the current plan is too out-of-date to amend in a piecemeal fashion. The Town's response to the DEO in August 2022 acknowledged this and committed to moving forward with the full update.

This situation underscores that a full plan update is not merely a best planning practice but is necessary to resolve specific compliance issues.

Furthermore, the data, Goals, Objectives, and Policies (GOPs) within the current plan are over four years old and are becoming outdated, making the Town vulnerable to challenges on this basis during future development reviews.

2. Historical Context and Past Efforts

The Town has a history of initiating but not fully completing the update process:

- **1989:** The current legally binding Comprehensive Plan was adopted.
- **1995-1999:** An Evaluation and Appraisal Report (EAR) was completed, leading to partial "EAR-Based Amendments" for the Future Land Use and Coastal Management Elements adopted in 2004**.**
- **2006 & 2012:** Subsequent EARs were drafted, and corresponding comprehensive plan amendments were prepared by the Town's planning consultant, Michael Miller Planning Associates, Inc. (MMPA). However, the Town chose not to move forward with adoption for various reasons.
- **2011:** State law changed, eliminating the formal EAR process and replacing it with the current 7-year notification requirement.

This history of stalled efforts has had tangible consequences, including a lapse in the state-approved 10-Year Water Supply Plan and an inability to efficiently address new state mandates.

3. Other Legislative Changes and Modernization Needs
Beyond the "Peril of Flood" requirement, the Florida Legislature passes new laws affecting comprehensive plans almost annually (e.g., recent requirements for a Private Property Rights Element). The current draft of the updated plan incorporates these mandatory changes. Furthermore, the data, Goals, Objectives, and Policies (GOPs) within the current plan are outdated, making the Town vulnerable to challenges during future development reviews.

4. CURRENT STATUS & PROPOSED PATH FORWARD
The Town's next 7-year evaluation deadline was February 1, 2019. A complete draft of the updated Comprehensive Plan, which includes the mandated "Peril of Flood" component and all other necessary updates, was submitted to the Town in November 2018.

Staff have conducted initial reviews, and the documents are nearly ready for the formal public hearing process. Submitting the notification letter to DEO is the mandatory statutory step to formally commence this process.

CONCLUSION

Submitting the notification letter to DEO is a mandatory statutory step that formally commences the process of modernizing the Town's core planning document. It resolves the long-pending issue of plan non-compliance and provides a clear, one-year window to finalize and adopt a Comprehensive Plan that reflects current state law, incorporates resilience planning, and provides effective, up-to-date guidance for the Town's future.

Staff seeks Council direction to proceed with the formal notification to DEO, initiating the final phase of this critical update.

FINANCIAL ANAYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

2025 Evaluation and Appraisal Report Matrix of Statutory Required Amendments

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; APPROVING THE 2025 EVALUATION AND APPRAISAL REPORT (EAR) MATRIX OF STATUTORY REQUIRED AMENDMENTS; APPROVING AND DIRECTING THE TRANSMISSION OF THE APPROVED EAR MATRIX TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND OTHER REQUIRED REVIEW AGENCIES; AUTHORIZING AND DIRECTING THE LOCAL PLANNING AGENCY TO PREPARATE AMENDMENTS TO THE COMPREHENSIVE PLAN IN ACCORDANCE WITH THE EAR MATRIX; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to and in accordance with Florida Statutes Section 163.3174 and Section 23-41 of the Town of Bay Harbor Islands Code of Ordinances, the Bay Harbor Islands Town Council is designated and established as the local planning agency ("LPA") for the Town; and

WHEREAS, pursuant thereto the LPA is responsible for preparing a comprehensive plan or elements or portions thereof for the Town, and for recommending said comprehensive plan or elements or portions thereof to the Town Council; and

WHEREAS, a comprehensive update of the comprehensive plan has not been completed since December, 2004; and

WHEREAS, in November of 2025 the Town Council was presented with a draft of the 2025 Evaluation and Appraisal Report (EAR) Matrix (the "EAR Matrix");

WHEREAS, the Town Council directed Town staff to finalize the EAR Matrix and to present it to the LPA for review and approval**;** and

WHEREAS, at a meeting held on January 14, 2026**, the** LPA has reviewed the EAR Matrix, approved the EAR Matrix and recommended approval of the EAR Matrix by the Town Council; and

WHEREAS, the Town Council hereby finds the approval of the EAR Matrix, attached

hereto as Exhibit A, 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, FLORIDA:

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

Section 2. Approval of EAR Matrix. The Town Council hereby approves the EAR Matrix.

Section 3. Authority and Direction to Transmit. The Town is hereby authorized and directed to transmit the EAR Matrix to the Florida Department of Economic Opportunity, the other agencies identified in the Staff Report, the agencies identified in the EAR Matrix, and other agencies as required by law.

Section 4. Authority and Direction to Prepare Revisions to the Comprehensive Plan. Upon receipt of comments from said agencies, the LPA is authorized and directed to prepare amendments to the comprehensive plan in accordance with the EAR Matrix as revised.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 14th day of January, 2026.

_____
Isaac Salver, Mayor

ATTEST:

_____
Evelyn Herbello, Town Clerk

APPROVED AS TO FORM:

_____
Greenspoon Marder LLP
Town Attorneys
By: Morris G. (Skip) Miller, Esq.

EXHIBIT A

2025 EVALUATION AND APPRAISAL REPORT (EAR) MATRIX

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 20.

ITEM: Eshkol Art Exhibition of artwork by artists in the Eshkol Region to be exhibited next year at the Art Festival. Sponsored by Council Member Teri D'Amico.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS
None

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 21.

ITEM: Discussion, review and possible action regarding Greenspoon and Marder, LLP, Town Attorneys 2025 Invoices, Agreements, Deliverables, Billable Hours with Scope of Services. Sponsored by Council Member Teri D'Amico.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Resolution No. 2226
2.	Greenspoon Marder_RFP No BHI-207
3.	10-20-25 Greenspoon Marder $17,500.00
4.	11-17-25 GreenspoonMarder $17,500.00
5.	12-16-25 Greenspoon Marder $2,182.50
6.	GREENSPONN Invoice 1613792 JULY 2025
7.	GREENSPOON Invoice 1611626 07012025
8.	GREENSPOON JAN-JUNE 2025
9.	GREESNPOON Invoice 1622343 AUG 2025
10.	GREESNPOON SEPT 2025
11.	Resolution No. 2494-Amending Agreement with Greenspoon Marder LLP-Town Attorney Increase in Monthly Retainer

RESOLUTION NO. 2226

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPOINTING A TOWN ATTORNEY AND ASSISTANT TOWN ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands has conducted a search and selection process for town attorneys; and

WHEREAS, on Monday, March 22, 2021, the Town Council met for the purposes of making a selection, and named Greenspoon Marder, LLP, as Town Attorneys, with Joseph S. Geller of the firm being principal town attorney and James Rauh as assistant town attorney; and

WHEREAS, terms of the appointment are to be those specified in the response to request for proposal furnished by Greenspoon Marder, LLP, a copy of which is attached as Exhibit A hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Bay Harbor Islands:

Section 1. The foregoing Recitals are true and correct and are incorporated herein by this referenced.

Section 2. Greenspoon Marder, LLP are hereby named as Town Attorneys in accordance with the foregoing.

Section 3. This resolution shall take effect April 1, 2021 and shall continue for the ensuing year unless terminated in accordance with law.

PASSED AND ADOPTED by the Town Council of the Town of Bay Harbor Islands, Florida this 14th day of April, 2021.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

SPECIAL COUNSEL – GENOVESE JOBLOVE & BATTISTA, P.A.
By: ALFREDO L. GONZALEZ

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Prepared for Town of Bay Harbor Islands

RFP No. BHI-207 "Town Attorney – Professional Legal Services"
September 8, 2020

600 Brickell Avenue, Suite 3600, Miami, FL 33131
Joseph S. Geller, Esq. • joseph.geller@gmlaw.com • 954-491-1120

GreenspoonMarder LLP

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GreenspoonMarder LLP

TAB 2:
COVER LETTER AND EXECUTIVE SUMMARY

COVER LETTER

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

RE: RFP No. BHI-207 Professional Legal Services

Dear Mayor, Councilmembers, and Town Manager:

On behalf of Greenspoon Marder, LLP, we are pleased to submit this proposal to provide professional legal services to the Town of Bay Harbor Islands.

Mr. Joseph S. Geller, Esq., would be the lead Town Attorney, with a team of attorneys from our Government and Government Relations Division and others to assist him in providing legal services to the Village. The designated secondary attorney would be James Rauh, a partner with the firm, or, in his absence, Olga Vieira, a partner with the firm, or Jason Silver, an associate with the firm. Also, a recent addition to our firm is Mayor Francis Suarez of the City of Miami, who has extensive experience in local government. Mr. Geller and his team propose to serve as contracted legal counsel and provide all legal services traditionally provided by the Town Attorney's Office. For any matter that requires specialized legal assistance, Mr. Geller will draw on specialists at Greenspoon Marder who practice in those areas of law, or, where desired or necessary, outside counsel. We positively affirm that Mr. Geller and his team can perform the work required in an efficient and timely manner, including all items mentioned in the Scope of Work in the RFP, including Labor and Employment services through our Labor and Employment Department, as detailed herein. The work of the Town will be considered a top priority by Greenspoon Marder.

Greenspoon Marder LLP has more than 200 attorneys practicing across 11 offices in Florida and 25 throughout the U.S. in numerous areas of practice. This size and diversity of our firm are our greatest strengths. With our diverse staff of attorneys offering varying perspectives, backgrounds and areas of expertise, we are able to effectively, efficiently and economically address our clients' legal needs. It is this diversity, along with the strong academic training, experience, and performance of our attorneys, that allows us to bring to our representation of the Town, a keen understanding of the political, economic, and environmental climate within which the Town must operate. Greenspoon Marder enjoys a solid reputation, ranked among the *American Lawyer*'s Am Law 200; rated "AV Preeminent" by the prestigious Martindale Hubbell Law Directory; and "Best Law Firms" by *U.S. News & World Report*.

Our Firm prides itself on our excellent reputation locally and nationally. The predecessor firm to Greenspoon Marder LLP, which is a Florida Limited Liability Partnership which has been in existence for almost three (3) years, was known as Greenspoon Marder, PA, which dates back to the early 1980's. The principal location for service to the Town of Bay Harbor Islands will be the firm's Brickell office, approximately 10 miles from the Town Hall, which typically has 18 attorneys and 18 staff assigned, and supplemented by the Ft. Lauderdale office, and other offices as needed.

COVER LETTER

The Firm's extensive experience in municipal law and government law will benefit the Town, and give it strong, steady, and consistent legal representation. Mr. Geller, and our Firm, will provide high quality municipal law services.

Greenspoon Marder is pleased to be able to offer you an effective, efficient manner to organize your Town legal services. We believe that the Town would be best served by having its legal services contracted to our firm. We are prepared to demonstrate our compliance with your requested insurance coverage as a condition of our agreement with you. We are prepared to work with existing counsel to insure a smooth and rapid transition of all matters to our firm.

Our proposal is for Greenspoon Marder to provide Town Attorney Services on a flat fee monthly retainer basis plus approved applicable out-of-pocket costs, with hourly or negotiated charges for non-retainer work like litigation, Labor and Employment services, and bond counsel. The details of what is covered under the flat retainer are consistent with the usual day-to-day responsibilities of a Town Attorney as they are currently being performed and as outlined in the current retainer agreement and Resolution approving that. The monthly retainer would be in the same amount currently being paid to the Town Attorney, which I understand to be $10,000 per month. General litigation would also be at the current rate, which I understand to be $225 per hour. Except for unforeseen circumstances, or where the Town prefers, we would provide all of these services in-house, as our multidisciplinary capabilities should be ample to assist with whatever is needed. If the Town prefers a different arrangement, we would be happy to discuss the matter with you to come to a mutually satisfactory agreement.

Joseph S. Geller has practiced law for over 40 years, including over 25 years providing service as a municipal attorney to Florida municipalities. He has been the principal attorney for five (5) different municipalities and has assisted many others. His service in elected office, his long career as an attorney with multiple concentrations, and his extensive municipal experience for many entities combine with his reputation for fairness, integrity and good judgment to enable him to help the Village of El Portal to achieve its goals. Mr. Geller is currently completing his third term serving in the Florida House of Representatives, representing District 100, having been elected in November 2014, and re-elected without opposition in November 2016, and again in November 2018, and most recently in 2020 to begin a fourth and final term. Perhaps more importantly, Mr. Geller served as Mayor of the City of North Bay Village, having been elected in November 2004, and re-elected without opposition in November 2006. This service as a municipal elected official gives Mr. Geller a unique insight into the functioning of municipal government. In addition, his legislative service has given him special insight and ability in legislative interpretation.

We are qualified to serve as the Town's Attorney because of the breadth and depth of our knowledge and experience in municipal law. Greenspoon Marder's government and government relations attorneys represent, and have represented, a broad cross-section of public sector clients, including: Florida counties, villages, cities, towns, and school districts; the Florida Department of Transportation; and other governmental boards and commissions. Our attorneys have also held or hold elective office at the Municipal and Legislative level, and we have represented clients at all levels of government, in front of Courts, and at the Municipal, County, Legislative, and State Agency level. We have also represented many individual municipal officials.

There are no ethics complaints against any Greenspoon Marder attorneys proposed in this solicitation within the last 10 years, nor are there any potential conflicts of interests or ethical considerations relating to the proposed representation. There have been no malpractice claims against any Greenspoon Marder attorneys proposed in this solicitation within the last 10 years. At present, Greenspoon Marder does not represent any municipalities as their General Counsel/ City Attorney, although Greenspoon Marder represents numerous municipalities for bonds or bond counsel purposes.

COVER LETTER

In closing, it gives us great pleasure to submit this proposal to the Town for your consideration. Mr. Geller and the Greenspoon Marder team are truly excited by the opportunity to serve the Town, with the full resources and expertise available to us. We look forward to discussing this matter further with you, and hopefully to your favorable consideration.

Sincerely,

Greenspoon Marder LLP

By: _____
Joseph S. Geller, Esq.
Partner
600 Brickell Avenue, Suite 3600, Miami, FL 33131
Joseph.Geller@gmlaw.com
954-491-1120

GreenspoonMarder LLP

TAB 3: PROJECT APPROACH AND UNDERSTANDING

OUR APPROACH

In providing legal services, it is important to recognize that a Town Attorney has many functions. The Town Council selects the Town Attorney, and the Town Attorney is primarily responsible to the Town Council and its members to assist them in properly performing their duties and responsibilities to the citizens. At the same time, on a day-to-day basis, the Town Attorney also represents the Town Administration, headed of course by the Town Manager. It is important that employees of the Town, from the Town Manager through to line service personnel, are provided with timely and accurate information as to their legal duties and responsibilities, so that those duties and Town can be performed in an efficient and effective manner. The Town Attorney must be available to all of the officials and staff of the Town to enable them to assist the citizens of the Town of Bay Harbor Islands in having government meet their needs. The Town Attorney and the Town Manager must have a collaborative relationship where both parties can rely upon each other to help the Town Council achieve their goals for the Town. Regular communication, consultation and trust are essential to this relationship.

It is important to remember that the role of the Town Attorney, both in relationship to the Manager and staff, and even more so in relationship to the Mayor and Town Council, is that of advisor and facilitator. While the Manager is a decision-maker, in matters of administration, and the Town Council are decision-makers, in deciding the policies which the Town will follow and the goals it will seek to achieve on behalf of the citizens, the Town Attorney is principally a counselor to the decision-makers, notwithstanding his direct responsibility in the areas of his own authority. It may be said that, while the decision-makers, the elected officials and Manager (within his authority), decide what is to be done, the role of the Town Attorney is to advise them how to do what they want to do, both as to the dictates of the law and as to practical methods of achieving their goals. It is not enough to identify potential problems; the Town Attorney must be a proactive problem solver, identifying not just challenges, but specific methods of overcoming those problems to achieve the results that will allow the Town to move forward.

The Town Attorney must always be mindful that it is the Town Council who have been selected by their neighbors to improve the quality of life of the citizens of the Town. It is the Town Council who have knocked on the doors and attended the citizen's forums and neighborhood meetings to learn what is on the minds of their fellow citizens. It is the Town Council who have been entrusted by their neighbors with the responsibility of making decisions on difficult and complex issues which are vital to the future of the Town of Bay Harbor Islands. As someone who has sat on both sides of the dais, as attorney and as Mayor, the proposed lead counsel, Joseph S. Geller, is keenly aware of this division of authority, and of the responsibility of the Town Attorney to assist the Town Council in keeping their commitments to their fellow citizens, and in achieving their goals to make the Town of Bay Harbor Islands an even greater place to live, work and play.

It is contemplated that Joseph S. Geller would attend all meetings of the Town Council, other meetings requested by the Mayor, Councilmembers and the Town Manager, and otherwise attend at such meetings and events as would normally be attended by a Town Attorney for the good of the Town, whenever possible. In addition, as set forth above, Mr. Geller would be available by mobile phone and email on a 24/7 basis in the event of an emergency, or if the need should arise. Other counsel from Greenspoon Marder would also be available as needed or in the event of a schedule conflict.

We specifically assure the Town that the firm is able to undertake all of those areas of work set forth in the Scope of Work section of the RFP. As set forth in detail in the material following this section, both in the abbreviated (Tab 4) and expanded (Tab 7) attorney biographies, and in the Practice Area Experience (Tab 4) and Greenspoon Marder Information (Tab 6) sections, we demonstrate the experience of the firm in all of the requested areas. We are happy to answer any specific questions which may be requested at any time.

OFFICE LOCATIONS

Main Locations

Boca Raton
2255 Glades Road
Suite 400-E
Boca Raton, FL 33431
Phone: (561) 994-2212

Las Vegas
3993 Howard Hughes Parkway
Suite 400
Las Vegas, NV 89169
Phone: (702) 978-4251

New York
590 Madison Avenue
Suite 1800
New York, NY 10022
Phone: (212) 524-5000

Tallahassee
215 South Monroe Street
Suite 530
Tallahassee, FL 32301
Phone: (888) 491-1120

Denver
1144 15th Street
Suite 2700
Denver, CO 80202
Phone: (303) 741-1111

Los Angeles
1875 Century Park East
Suite 1900
Los Angeles, CA 90067
Phone: (323) 880-4520

Orlando
201 East Pine Street
Suite 500
Orlando, FL 32801
Phone: (407) 425-6559

Tampa
401 East Jackson Street
Suite 3650
Tampa, FL 33602
Phone: (813) 769-7020

Edison
343 Thornall Street
6th Floor
Edison, NJ 08837
Phone: (732) 494-4800

Miami
600 Brickell Avenue
Suite 3600
Miami, FL 33131
Phone: (305) 789-2770

Portland
1211 SW 5th Avenue
Suite 2850
Portland, OR 97204
Phone: (503) 227-2805

West Palm Beach
525 Okeechobee Boulevard
Suite 900
West Palm Beach, FL 33401
Phone: (561) 227-2370

Fort Lauderdale
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301
Phone: (954) 491-1120

Naples
5133 Castello Drive
Suite 2
Naples, FL 34103
Phone: (239) 659-1100

Scottsdale
8585 East Hartford Drive
Suite 700
Scottsdale, AZ 85255
Phone: (480) 779-1401

Toll Free Number (888) 491-1120

Satellite Locations

Albuquerque, NM
500 Marquette Avenue NW
Suite 1286
Albuquerque, NM 87102
Phone: (888) 491-1120

Merrick Pointe, Miami, FL
3850 Bird Road
Suite 602
Miami, FL 33146
Phone: (305) 789-2784

Nevada City
116 Union Alley
Nevada City, CA 95959
Phone: (530) 470-8509

Washington, D.C.
700 Pennsylvania Avenue SE
Second Floor
Washington, D.C., 20003
Phone: (888) 491-1120

Cypress Creek, Fort Lauderdale, FL
100 West Cypress Creek Road
Suite 700
Fort Lauderdale, FL 33309
Phone: (954) 491-1120

Miami Beach
1601 Washington Avenue
Suite 300
Miami Beach, FL 33139
Phone: (305) 602-8245

Phoenix
2398 East Camelback Road
Suite 540
Phoenix, AZ 85016
Phone: (602) 553-1083

Hunt Valley, MD
201 International Circle
Suite 230
Hunt Valley, MD 21030
Phone: (410) 891-5870

Nashville
424 Church Street
Suite 2000
Nashville, TN 37219
Phone: (615) 651-7381

San Diego
401 West A Street
Suite 1150
San Diego, CA 92101
Phone: (619) 544-6400

GreenspoonMarder LLP

TAB 4:
QUALIFICATION INFORMATION AND ASSIGNED PERSONNEL

ABBREVIATED BIOGRAPHIES

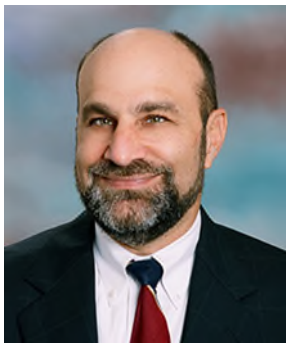
Joseph S. Geller
Partner
Fort Lauderdale
Bar #292771
Admitted 3/1980

Joseph S. Geller focuses his practice on civil litigation, administrative law, election law, government relations, municipal law and land use and zoning. He has extensive litigation experience in both the Florida and federal courts. Mr. Geller was elected to the State House of Representatives, District 100, representing parts of Northeast Dade and Southeast Broward, in November, 2014 and was reelected without opposition in November, 2016 and again in November, 2018. He was previously elected as Mayor of North Bay Village in 2004 and was reelected in 2006 serving until 2008. Mr. Geller is also the former long-time Chair of the Miami-Dade County Democratic Party. Additionally, Mr. Geller served as the Village Attorney for the Village of El Portal for many years. He also previously served as City Attorney for the City of Opa-Locka. He is the former Town Attorney for the Town of Miami Lakes and the Town of Golden Beach and former City Attorney for the City of North Bay Village. Mr. Geller is a member of the Attorneys' Title Insurance Fund. Mr. Geller has also served as the Southeast Regional President of the American Jewish Congress.

James E. Rauh
Partner
Miami
Bar #686141
Admitted 10/2003

James E. Rauh is a partner within the Hospitality, Alcohol and Leisure Industry Group at Greenspoon Marder. Mr. Rauh focuses his practice on the laws governing the nightlife, hospitality and alcohol industries, including diverse and multi-discipline areas of legal needs common to those industry clients. He has accumulated over 10 years of experience in those practice areas, including representing hotels, restaurants and nightclubs at all levels of municipal land use and zoning approvals, along with complete business licensing and permitting at the federal, state, and local levels. He is also a former Assistant City Attorney for the City of North Bay Village.

ABBREVIATED BIOGRAPHIES



Morris G. "Skip" Miller
Partner
West Palm Beach
Bar #279145
Admitted 9/1979

Morris G. "Skip" Miller focuses on public finance and representation of non-profit entities. He has extensive experience in municipal finance transactions of all types, including taxable bonds, bond issues for not-for-profit organizations, mini bonds, community redevelopment financing, special taxing districts and single- and multi-family housing revenue bonds. Mr. Miller's clientele in municipal finance transactions include issuers, underwriters, lenders, not-for-profit and for-profit borrowers and trustees.

Glenn N. Smith
Partner
Fort Lauderdale
Bar #165334
Admitted 10/1973

Glenn N. Smith is an experienced trial lawyer concentrating in complex commercial litigation in state and federal courts. Much of Mr. Smith's practice is focused on the representation of clients involved in or related to real estate development. Thus, he has prepared and tried numerous cases on matters such as Contract Disputes, Zoning and Land Use, Business Disputes and Business Torts, Professional Malpractice, Construction Defects and Bid Protests. In these matters, Mr. Smith has represented such clients as builders/developers, design professionals, contractors, subcontractors and lenders. He is also experienced in general commercial matters and administrative law. Prior to joining the firm, Mr. Smith was Assistant Attorney General with the Civil Division, Florida Department of Legal Affairs.

ABBREVIATED BIOGRAPHIES

Francis X. Suarez
Of Counsel
Miami
Bar #815551
Admitted 9/2004

Francis X. Suarez is of counsel in the Corporate and Business practice group at Greenspoon Marder. Mr. Suarez has more than 13 years of experience in real estate and corporate finance, covering the gamut of clients' real estate needs, from acquisitions and financing to sales and joint ventures. He also has served as outside general counsel to a variety of companies. Mr. Suarez serves as mayor of the City of Miami. He previously served as Commissioner for the City of Miami, District 4, working to raise the standards of the city in which he was born and raised. His civic accomplishments on behalf of the city are extensive. He is vice-chair of the Miami-Dade Transportation Planning Organization and immediate past president of the Miami-Dade County League of Cities, to name a few. He is dedicated to elevating the quality of life of the residents he serves by focusing on transportation and connectivity issues within the city and beyond, nurturing the growth of a tech-based economy in the area and, by extension, job creation and international opportunities with Latin America. Mr. Suarez was recognized as the 2017 Elected Official of the Year by the Latin Builder's Association.

Mark Lynn
Partner
Fort Lauderdale
Bar #85741
Admitted 9/1996

Mark Lynn has developed a comprehensive practice in real estate transactional law, with an emphasis on representation of developers in the acquisition, financing and development of commercial properties. Mr. Lynn has developed several sub-specialties within this commercial real estate practice including the acquisition and sale of apartment complexes, office buildings, industrial developments and medical centers, lender representation, negotiation of construction contracts with contractors and architects, and the representation of landlords and tenants in office building, shopping center and warehouse leasing. Mr. Lynn also represents developers in obtaining zoning and land use approvals for large planned unit developments and commercial projects. As a complement to Mr. Lynn's transactional practice, he also has a substantial background in the representation of both lenders and owners in real estate litigation and resolution of title defects, bank foreclosures and loan workouts. A native Floridian, Mr. Lynn has sought to help communities seek a balance between development and preservation of the environment, and has written several articles on this issue. He is an active member of 1000 Friends of Florida.

ABBREVIATED BIOGRAPHIES

Olga Vieira
Partner
Miami
Bar #29783
Admitted 09/2006

Olga Vieira is a partner in the Litigation practice group at Greenspoon Marder. Ms. Vieira has extensive experience in extended trials, including serving as first chair and working with other trial counsel on legal issues to avoid errors or preserve the record for appeal. Ms. Vieira's practice focuses on product liability, catastrophic injury, and commercial litigation. Ms. Vieira strives to resolve disputes in efficient, common-sense ways that achieve her clients' legal and business goals. Her deep Miami roots and community leadership roles benefit her clients as they navigate the litigation process or local business environment.

Elizabeth Somerstein Adler
Senior Counsel
Fort Lauderdale
Bar #72853
Admitted 10/2009

Elizabeth Somerstein Adler is senior counsel in the Litigation practice group at Greenspoon Marder LLP. She concentrates her practice on civil litigation, including, but not limited to, commercial, construction, zoning, environmental, and land use. Ms. Adler is certified by the U.S. Green Building Council as a LEED Green Associate for her knowledge and understanding of environmentally sustainable land development practices.

ABBREVIATED BIOGRAPHIES

Jason Silver
Associate
Fort Lauderdale
Bar #92547
Admitted 9/2011

Jason D. Silver is an associate in the Financial Services practice group at Greenspoon Marder. Mr. Silver has practiced municipal and government law. He has presided as the Deputy Municipal Attorney at monthly municipal meetings at the Village of El Portal, Florida. He has assisted with the representation in election related disputes, municipal Zoning Board related disputes, a municipality's effort to implement a Form-Cased Code, and interned at the Office of the City Attorney at the City of Miami, Florida while in law school. He is a member of the Florida Municipal Attorneys Association (FMAA) and is a Florida Supreme Court Qualified Arbitrator.

Greenspoon Marder LLP

PRACTICE AREA EXPERIENCE

ADMINISTRATIVE

Administrative law governs the powers, procedures and acts of administrative agencies of government, which must act within Constitutional parameters. This area of law requires particular insight and experience, which is why Greenspoon Marder LLP has assembled a team of seasoned attorneys, including municipal, county and state legislators in order to form Greenspoon Marder's Administrative Law Practice Group.

Our team is experienced in a broad range of administrative matters at the local, state, and federal levels, including: the defense of challenged professionals in licensing and disciplinary matters; ethics and election matter disputes; special taxing districts; condominium and homeowner association issues; land use, zoning and environmental challenges; real property appraisals and disputes; agricultural classifications or exemptions; and contested administrative hearings.

Greenspoon Marder handles a vast array of matters in the area of administrative law, including but not limited to:

- Administrative Adjudications
- Administrative Agency Practice
- Administrative Hearings & Appeals
- Administrative Litigation
- Federal Administrative Law
- Judicial Review
- Professional Licensing and Defense
- Professional Licensing Regulation

For businesses considered to be highly regulated by state and federal laws, Greenspoon Marder's Administrative Law Practice Group and attorneys regularly represent clients before municipal, county, state and federal governing bodies, including the Internal Revenue Service (IRS), Federal Trade Commission (FTC), Department of Justice (DOJ), state attorneys' general, Department of Transportation (DOT), and the Occupational Safety and Health Administration (OSHA), among others

GOVERNMENT & GOVERNMENT RELATIONS

Greenspoon Marder LLP's Government & Government Relations Practice Group is comprised of a team led by a veteran of Florida's legislature, as well as former leaders of municipalities, counties, and state regulatory and enforcement agencies. We provide our clients with effective and efficient representation before myriad governmental agencies and administrative and regulatory bodies.

Greenspoon Marder has an active Public Finance Practice Group involving governmental and quasi-governmental bond issues on both the state and local levels. Our attorneys also serve as bond counsel, special counsel and counsel to issuers, underwriters, banks and developers in a broad range of tax-exempt and taxable financings.

Greenspoon Marder's governmental attorneys represent clients in territorial disputes before the Florida Public Service Commission; revocation of licensure proceedings before the Florida Department of Professional Regulation; Certificate of Need ("CON") proceedings before the Florida Department of Health and Rehabilitative Services; and a variety of matters before Florida's governor and cabinet.

On the local level, our attorneys represent community development districts, school districts, community redevelopment agencies and public arts and entertainment boards. Our attorneys have represented local governments of all types, including expressway authorities, sports authorities, port authorities, cities and counties. Our team also represents private sector clients before local governmental agencies, cities and counties.

Greenspoon Marder's Government & Government Relations Practice Group and attorneys offer comprehensive representation in an array of governmental relations matters, including:

- Administrative Law
- Development Agreements
- Elections
- Land Use & Zoning
- Legislative Consulting
- Licensing Agreements
- Lobbying
- Local & Municipal Representation
- Procurement & Government Contracts
- Proposal & Contract Counseling
- Public Finance
- State & Federal Representation
- Utilities & Energy

LABOR & EMPLOYMENT

Greenspoon Marder LLP's Labor and Employment Law Practice Group is focused on keeping our clients out of the courtroom. Our team proactively counsels our clients to help them understand, prepare for, and appropriately respond to the thousands of federal and state statutes, administrative regulations, and judicial decisions that govern the employer-employee relationship. Often a complicated area of law, Greenspoon Marder attorneys have the experience, in-depth knowledge and resources necessary to keep up with the ever-changing landscape of labor and employment issues.

Our labor and employment attorneys work with clients on pro-active compliance, liability mitigation, crisis management, and dispute resolution. We counsel our clients on the implementation of employment policies and practices that help protect against potential claims and/or violations; and, when necessary, we draw upon the extensive experience of our Litigation Practice Group to ensure the best possible outcome for our clients.

Greenspoon Marder's Labor and Employment Law Practice Group defends employers in all matters arising in state and federal courts and before local, state and federal agencies, such as: the Equal Employment Opportunity Commission (EEOC); the U.S. Department of Labor (DOL); the Florida Department of Labor and Employment Security; Occupational Safety and Health Administration (OSHA); the Florida Commission on Human Relations (FCHR); and other fair employment practice agencies.

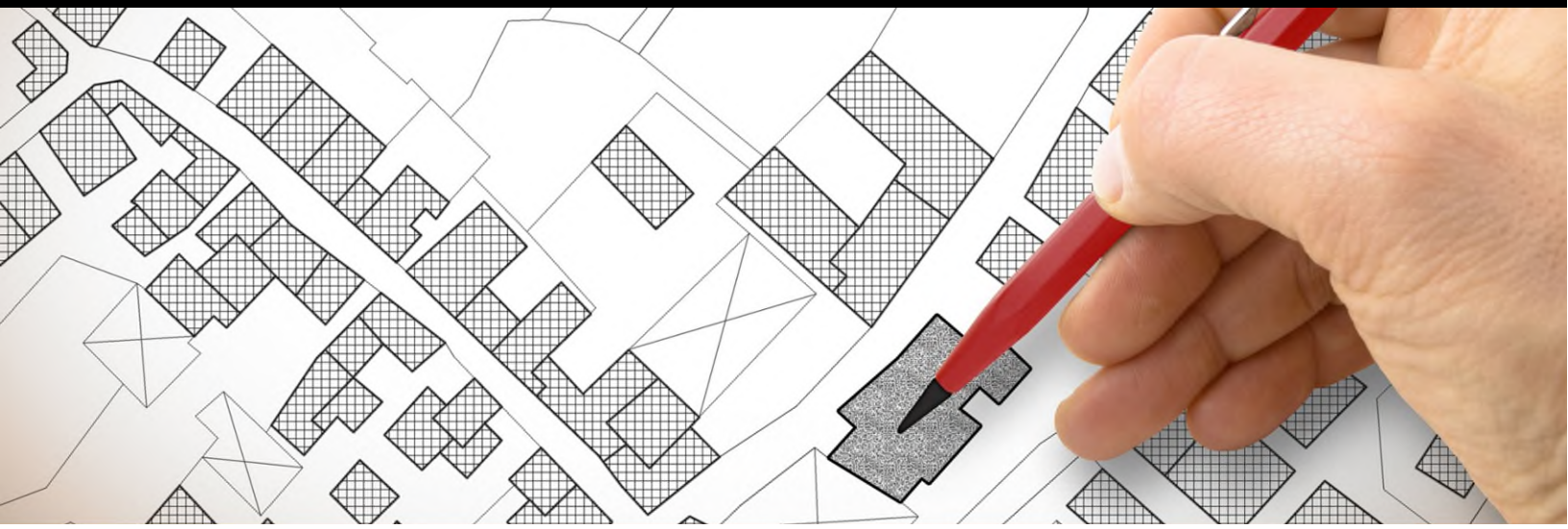
Our team represents both public and private corporations, public bodies and partnerships in diverse fields such as retail sales, hospitality, banking, service providers, construction, the marine industry and more. Our attorneys are also approved panel counsel for several employment practices liability insurance carriers, and we work with our clients to maximize the benefits they receive from their insurance policies.

LABOR & EMPLOYMENT

Greenspoon Marder handles a wide-range of labor and employment law matters, including but not limited to:

- Age Discrimination in Employment Act
- Americans with Disabilities Act (ADA)
- Arbitration
- Background Investigations
- Civil Rights Litigation
- Class Action
- Consolidated Omnibus Budget Reconciliation Act (COBRA)
- Compensation
- Compliance with State and Federal Regulations
- Conflicts of Interest
- Discrimination and Harassment
- Disabilities
- Diversity in the Workplace
- Drugs and Alcohol in the Workplace
- Electronic Information and Data
- Employee Discipline and Discharge Issues
- Employee Leasing
- Employee Privacy Rights
- Employment Agreements/Contracts
- Employment Manuals, Policies and Procedures, and Codes of Conduct
- ERISA
- Equal Employment Opportunity
- Executive Compensation
- Fair Labor Standards Act
- Family and Medical Leave Act (FMLA)
- Florida Civil Rights Act of 1992
- Government Contractors
- Independent Contractor Issues
- Labor-Management Relations
- Legal Audits to Evaluate Workplace Compliance
- Lesbian, Gay, Bisexual and Transgender issues that arise in the workplace
- Litigation
- Litigation Avoidance
- Live Training Programs
- Management Training Seminars
- Mediation
- National Labor Relations Board
- Negotiations
- Non-Compete Agreements
- Occupational Safety and Health Law
- Personnel Policies
- Plant Closings and Reductions in Force
- Retaliation Claims
- Severance Agreements
- Temporary Employees and Employee Leasing
- Title VII of the Civil Rights Act of 1964
- Trade Secrets
- Training for Employees and Management
- Unemployment Compensation
- Unfair Competition and Non-Compete
- WARN Compliance
- Whistleblower Claims
- Workers' Compensation
- Workplace Violence Control Plans
- Wrongful Discharge

LAND USE & ZONING



For more than 39 years, Greenspoon Marder LLP's Land Use & Zoning Practice Group has represented real estate developers, property and land owners, lenders, national corporations, insurance companies and pension funds in all aspects of the regulatory process. Our team routinely represent clients before state and federal agencies, including the Florida Land and Water Adjudicatory Commission, Florida Regional Planning Council, Federal Emergency Management Agency (FEMA) and more. Our attorneys – several of whom are either veterans of the Florida legislature or general counsel for regional and state regulatory agencies – have helped shape the industry by working alongside government officials and assisting in the drafting of legislation and ordinances.

Our attorneys were actively involved in the adoption of both of Broward County's Comprehensive Land Use Plans, Miami-Dade County's Comprehensive Land Use Plan and the land use plans of many of the cities in the South Florida area. We have also successfully processed many amendments to these land use plans concurrently, with other approvals required for development, such as DRI development orders, zoning changes, platting, site planning and environmental permits.

Greenspoon Marder's land use & zoning attorneys have experience in green building and LEED certification and can assist clients with sustainable building needs, such as the negotiation of government incentives.

Greenspoon Marder's Land Use & Zoning Law Practice Group handles a wide range of matters at the local, state and federal levels, including but not limited to:

- Agricultural Classifications/Exemptions
- Building Code Compliance Issues
- Code Enforcement
- Community Redevelopment Agencies
- Comprehensive Amendments
- Concurrency Requirements
- Developments of Regional Impacts
- Due Diligence Reviews
- Environmental Issues
- Growth Management
- Historic Preservation Requirements
- Land Use Litigation
- Land Use Planning
- Planned Unit Development (PUD)
- Procurement Documents
- Site Plan Applications
- Tax Incentive Programs
- Variances
- Vested Rights Issues
- Zoning Approvals & Permits
- Zoning & Land Use Changes

LAND USE & ZONING

REPRESENTATIVE EXPERIENCE

- Representation in connection with development of a 385 unit single-family development; managing all governmental approvals for the project, including land use plan amendment, platting, and site plan; including representation at all meetings and hearings. Development was approved but challenged in litigation.
- Representation in connection with redevelopment of a former golf course to a single-family and townhome development; managed governmental approval process for the land use plan amendment, rezoning, plat-related matters, and site plan; including representation at all meetings and hearings.
- Representation in connection with multiple residential, industrial, retail, and mixed use projects in Miramar, including for the largest business park in Broward County.
- Representation in connection with new mixed-use development including hotels, office buildings, and residences; managed governmental approval process for site plan and plat-related matters.
- Representation in connection with the renovation and development of a commercial shopping center; managing governmental approval process for a variance, site plan, and re-platting application; including representation at all meetings and hearings.
- Representation in connection with a residential, high-rise, mixed-used development consisting of 204 residential units on a 4.65 acre property; managing governmental approval process for site plan; including representation at all meetings and hearings.
- Representation in connection with the commercial development of Costco Wholesale; managed governmental approval process for site plan, conditional uses, special exceptions, sign variance, traffic concurrency agreement, and landscape maintenance agreement; including representation at all meetings and hearings.
- Representation in connection with the city center, an 80-acre mixed-use village including industrial, residential, and office/hotel space.

LITIGATION

For more than 39 years, Greenspoon Marder LLP has provided skilled representation for a wide range of businesses and industries, including many financial institutions. The firm's Litigation Practice Group and trial attorneys have a proven track record in resolving all types of business disputes, representing clients as plaintiffs and defendants in civil, commercial, and complex commercial litigation matters, both in state and federal courts and at the trial and appellate levels.

Greenspoon Marder's Litigation Practice Group focuses on keeping clients out of the courtroom. We pro-actively counsel business clients on ways to resolve disputes without the necessity of litigation and how to avoid future business disputes. However, when trial proves necessary, our team of attorneys are aggressive, experienced, and skilled in the courtroom, whether facing judge or jury. At Greenspoon Marder we stand by our clients from start to finish, guiding them through all facets of the case. When necessary, this includes appeals as well.

Our experienced litigation team has argued cases before judges and juries in state and federal courts throughout the United States, in matters that are local, national and international in scope involving a broad spectrum of legal issues, including:

- Admiralty and Maritime
- Antitrust and Trade Regulation
- Appellate
- Bankruptcy
- Bad Faith Filings
- Business Disputes
- Civil Rights
- Contract Disputes
- Construction Disputes
- Consumer Finance
- Consumer Fraud and Deceptive Trade Practices
- Corporate and Partnership Dissolutions
- Contested Collections & Creditors' Rights
- Cyber Squatting
- Employment & Labor Law
- Enforcement & Collection of Judgments
- Environmental
- Family & Matrimonial
- Federal & State Regulatory Enforcement
- Fire and Explosion
- Foreclosure Services (Lenders)
- Government investigations
- Injunctions
- Intellectual Property & Trade Secrets
- Insurance
- Land Use
- Legal Malpractice Defense
- Mass disaster
- Negligence
- Non-Compete Agreements
- Partnership an Shareholder Disputes
- Personal Injury & Product Liability
- Probate
- Real Estate, Resort & Timeshare Litigation
- Regulatory Compliance & Defense
- Tax

PUBLIC FINANCE

Greenspoon Marder LLP's Public Finance Practice Group and attorneys have participated in more than 150 bond issues aggregating in excess of $5 billion. Our attorneys also serve as bond, underwriter, disclosure, borrower, and issuer and/or lender counsel.

The team within Greenspoon Marder's Public Finance Practice Group has significant experience in almost every type and purpose of bond financing, including but not limited to:

- Biotechnology
- Community Redevelopment
- Disaster Recovery
- Education
- Environment
- Financing for -Profit s Non
- General Purpose Financing
- Health Care
- Housing
- Infrastructure Improvements
- Parking
- Re-funding, Current and Advance
- Special Districts
- Short-Term Working Capital Financings
- Transportation
- Utilities

PUBLIC FINANCE

Our team handles financings secured by diverse repayment sources, such as:

- Ad Valorem Taxes
- Covenants to Budget
- Franchise Fees
- Letters of Credit
- Municipal Bond Insurance
- Sales Taxes
- Special Assessments
- User Fees, Various Types
- Utility Taxes

Greenspoon Marder's attorneys work with a wide range of clients, including many who are infrequent issuers of bonds or issue only a small volume of bonds each year and, therefore, may be entitled to favorable treatment under federal tax law.

In addition, our firm offers experience in a wide variety of local and state government law matters, which often pertain to the public finance industry. Our attorneys focus on developing innovative financing techniques based on statutory mechanisms, including the use of special districts, special assessments, impact fees and lease-purchase arrangements.

The Public Finance Practice Group at Greenspoon Marder routinely attends legal education seminars conducted by the National Association of Bond Lawyers and other organizations; and, we are often called upon to serve as panelists and speakers on relevant public finance topics at seminars and conferences.

In addition to our experience in public finance, the seasoned attorneys in our Government and Government Relations Practice Group provide the particular knowledge and experience that is often needed to address issues which may arise in the issuance of tax-exempt bonds. These attorneys have represented many Florida cities, counties, school districts, special districts, authorities and state agencies in connection with a wide array of legal issues arising within their disciplines.

REAL ESTATE

Greenspoon Marder LLP was founded with a focus in real estate law. Over the last 38 years, our firm has assembled a talented team of residential and commercial law attorneys with centuries of experience between them. It is that investment in accomplished professionals with varied, yet complementary credentials that enables us to offer our clients a industry focused experience and broad base of knowledge.

Greenspoon Marder's Real Estate Practice Group handles a wide range of matters, from the straight-forward residential transaction to the largest, most complex commercial development, and everything in between. We also represent community associations and private country clubs, and are nationally known for our work in the resort and timeshare development industries. With a focus on client service, Greenspoon Marder created a real estate services division, which researches, identifies, and analyzes developing opportunities for investors interested in the distressed commercial and multi-family markets.

Regardless of size and scope, our attorneys have the experience and resources necessary to effectively represent buyers and sellers, lenders and borrowers, developers and builders, investors, and landlords and tenants in a variety of matters. Those include but are not limited to:

- Agricultural Classifications/Exemptions
- Community Associations
- Condominium Conversions
- Construction Matters
- Distressed Property Investment Services
- Environmental Issues
- Evictions
- Finance & Transactions
- Foreclosure Services, Commercial
- Foreclosure Services, Residential
- Foreclosure Services, Timeshares
- Land & Property Development
- Land Use, Zoning & Planning
- Landlord/Tenant Issues
- Leasing
- Lending
- Litigation
- Loan Workouts
- Mobile Home Parks
- Purchase & Sale
- Real Property Appraisal/Disputes
- Resort & Timeshare Development
- Tax Appeals
- Tax-Deferred Exchanges
- Title Examination/Insurance
- Title Claims

As an extended service to lending and mortgage-servicer clients, Greenspoon Marder provides a complete line of foreclosure services, including bankruptcy, eviction, foreclosure, loss mitigation, and REO/title work.

GreenspoonMarder LLP

TAB 5:
FIRM REFERENCES AND SIMILAR WORK COMPLETED

REFERENCES

Christia Alou, Village Manager
Village of El Portal
500 NE 87th Street
El Portal, FL 33138
T: (305) 795-7880
Email: villagemanager@villageofelportal.org
Represented the Village of El Portal from in connection to providing legal, labor and land use services. (Years of Service: 1995-1997, 2000- March 2018)

Cemil "Jamie" Akbas
OZ & BF, LLC
5414 Sunrise Blvd
Delray Beach, FL 33484
T: (786) 985-5952
Email: cemil72@hotmail.com
Represented OZ & BF, LLC in connection to assistance with municipal rezoning and site plan approval with the City of Miami. (Completed 2018)

John Brakey
AUDIT Elections USA
P.O. Box 26361
Tucson, AZ 85726
T: (520) 339-2696
Our legal team, of which I was a member with co-counsel, represented Audit USA, an entity dedicated to insuring fair and transparent elections in the United States, and a group of Plaintiffs, including three (3) sitting state legislators, in a suit against the Secretary of State and eight (8) county Elections Supervisors, of Florida's eight largest counties, demanding that digital ballot images, created when ballots are scanned by the new digital voting machines used in Florida, be retained for inspection as public records.

We recently reached a successful partial settlement, whereby all eight Supervisors agreed to retain the digital ballot images for use in any Presidential Election recount in Florida, available as public records, with the remaining issues in the lawsuit abated until after the November general election. Thirty two other Florida Supervisors already retain the images voluntarily. (Years of Service: 2020)

Additional References

Roberto Martell, Mayor
Town of Medley
7777 NW 72nd Ave
Medley, FL 33166
T: (305) 887-9541
Email: Rmartell@townofmedley.com

Alex Rey, Former Town Manager
Town of Miami Lakes
T: (305) 281-8346
Email: Arey@stpetebeach.org

Joanna Flores, City Clerk
City of Opa Locka
780 Fisherman St.
Opa Locka, FL 33054
T: (305) 953-2800 / C: (786) 877-4038
Email: jflores@opalockafl.gov

GreenspoonMarder LLP

TAB 6:
GREENSPOON MARDER INFORMATION

FIRM OVERVIEW

Our mission is to build collaborative relationships with our clients and to craft creative solutions to their challenges.

WHO WE ARE

Greenspoon Marder is a national full-service business law firm with over 200 attorneys and offices across the United States. We are ranked among American Lawyer's Am Law 200, as one of the top law firms in the U.S. since 2015. Our firm was founded with the goal of providing the highest quality legal services at the highest value for our clients. Each of our clients is unique and so are their legal needs. We believe no one size fits all for professional services. Our lawyers offer flexible and creative solutions to meet our clients' respective needs.

WHAT WE DO

Greenspoon Marder's team of attorneys and business advisors has the experience to understand our clients' challenges and to address those challenges with individualized strategies. We provide comprehensive and tailored client services, which our clients expect and deserve. We serve Fortune 500, middle-market public and private companies, start-ups, emerging businesses, individuals and entrepreneurs around the world.

PRACTICE AREAS

Full-service capabilities allow us to provide seamless representation covering an array of legal needs. Our practice areas include:

- Appellate
- Banking & Finance
- Bankruptcy and Reorganization
- Blockchain
- Cannabis Law
- Class Action Defense
- Collections & Creditor Rights
- Community Association
- Construction
- Corporate & Business
- Entertainment, Media & Technology Industry Group
- FDA
- Financial Services
- Government Relations
- Health Law
- Hospitality , Alcohol & Leisure Industry Group
- Immigration & Naturalization
- Insurance Claims, First-Party Property
- Intellectual Property
- International
- International Trade
- International Wealth & Asset Planning
- Labor & Employment
- Land Use & Zoning
- Litigation
- Lobbying
- Marital & Family Law
- Mediation
- Private Client Services
- Public Finance
- Real Estate
- Regulatory Compliance & Defense
- Surrogacy
- Tax
- Timeshare & Resort
- White Collar & Criminal Defense
- Wills, Trusts & Estates

FIRM ACCOLADES

American Lawyer
"Am Law 200"
2015 - 2020

National Law Journal
"NLJ 500"
2014 - 2020

Law360
"*Law360* 400"
2014 - 2020

U.S. News & World Report
"Best Law Firm"
2013 - 2020
Tier 1 in Real Estate Law, Real Estate Litigation and Land Use & Zoning

NATIONAL AND STATE LEVEL

Benchmark Litigation
"Highly Recommended Firm" in Florida
2018 - 2020

Chambers and Partners USA
Nationwide: Cannabis, Florida: General Litigation and Florida: Real Estate
2020

Chambers Women in Law: USA
"Outstanding Firm in Advancing Gender Diversity and Inclusion"
2017, 2019

The American Lawyer
"Diversity Scorecard"
2020

Benchmark Litigation
"Florida Firm of the Year"
Shortlisted 2020

Great Place To Work Certified
2020

Law360
"Best Law Firm For Minority Lawyers"
2019

Daily Business Review
"Most Inclusive and Diverse"
2019

COMMITMENT TO DIVERSITY

Greenspoon Marder is committed to diversity because it complements our core strengths and enhances our ability to serve our clients. Our differences unite us and allow us to become more resilient and adaptable, so that we best understand the varying needs of our clients and business partners. Our firm has a robust policy of equal employment opportunity, including initiatives for diversity enhancement and aggressive anti-harassment policies. Greenspoon Marder sustains a family-focused and interconnected working environment that aims to facilitate positive work/life balance. Our attorneys and staff regularly support and engage in community outreach efforts. Our firm also promotes diversity through partnerships with clients and other community, business and legal organizations.

Our firm is taking big strides in the business of law including diversity. Our firm's make-up is regularly changing and adding dynamics and strengths that help us better service and connect with our clients. We are comprised of almost 70% female employees, 37% of our employees identify as racial or ethnic minorities including: Hispanics, Asians, African-Americans, Pacific Islanders and LGBTQ.

The firm's is committed to the continued development of programs and policies that maintain and support a diverse workforce including specific Women's Initiatives and LGBTQ Initiatives. Also, as part of our firm's diversity initiative, Greenspoon Marder consistently reviews and adjusts its methods of outreach to ensure it attracts a diverse pool of legal and professional talent, which includes its outreach to law schools and prominence in a wide variety of publications that attract and appeal to a diverse audience.

COMMITMENT TO BUSINESS AND COMMUNITY

Greenspoon Marder believes that our attorneys and staff are our most valuable assets and that our achievements begin with their successes. Our firm and attorneys not only take pride in a solid reputation locally and nationally, but we are proud of the extensive philanthropic work we are committed to in our communities. Since our inception in 1981, Greenspoon Marder has called Florida home, and we now also reside in Arizona, California, Colorado, Maryland, Nevada, New Jersey, New Mexico, New York, Oregon, Tennessee and Washington D.C. We owe the honor to our clients, colleagues, friends and families. Without their unwavering trust, confidence and support, we would not be where we are today. As our firm's footprint continues to grow throughout the United States, we remain passionate about giving back to the charities, communities and business organizations within which our clients, attorneys, and staff are committed.

Greenspoon Marder is committed to the communities in which we live and work. Our Greenspoon Marder family is proud to have donated almost $1 million in 2018 to charities and organizations throughout the United States.

GreenspoonMarder LLP

TAB 7:
ATTORNEY BIOGRAPHIES

Joseph S. Geller

Partner

Phone: (305) 940-8440
Fax: (954) 331-2037
joseph.geller@gmlaw.com
200 East Broward Boulevard, Suite 1800, Fort Lauderdale, FL, 33301

Joseph S. Geller focuses his practice on civil litigation, administrative law, election law, government relations, municipal law and land use and zoning. He has extensive litigation experience in both the Florida and federal courts. Mr. Geller was elected to the State House of Representatives, District 100, representing parts of Northeast Dade and Southeast Broward, in November, 2014 and was reelected without opposition in November, 2016 and again in November, 2018. He was previously elected as Mayor of North Bay Village in 2004 and was reelected in 2006 serving until 2008. Mr. Geller is also the former long-time Chair of the Miami-Dade County Democratic Party. Additionally, Mr. Geller served as the Village Attorney for the Village of El Portal for many years. He also previously served as City Attorney for the City of Opa-Locka. He is the former Town Attorney for the Town of Miami Lakes and the Town of Golden Beach and former City Attorney for the City of North Bay Village. Mr. Geller is a member of the Attorneys' Title Insurance Fund. Mr. Geller has also served as the Southeast Regional President of the American Jewish Congress.

Mr. Geller has more than 35 years experience, including state and federal court litigation, at both the trial and appellate level. In addition to Complex Civil Litigation matters, Mr. Geller's practice focuses on government relations, land use and zoning, election law, government relations, municipal law and administrative law. Mr. Geller is especially well known for a series of landmark Election Law cases, beginning with the City of Miami Mayoral Election Vote Fraud case in 1997, and including Recount Litigation, including the Gore Presidential Campaign in 2000, the "Ted's Shed" School Board residency case in 2000, successful representation of judicial candidates in the 2006 Election cycle, and successful representation in the 2010 cycle of candidates facing Resign to Run and Entitlement to Run-off issues. Most recently, he successfully defended a candidate's eligibility to run in the 2018 cycle. Mr. Geller has over twenty (20) years of experience in serving as a Municipal Attorney, and has served five (5) municipalities as their principal attorney, as well as serving as special counsel for a number of other municipalities. He has extensive litigation experience in a variety of complex civil litigation fields, including Construction Law, Intellectual Property, Fraud and Misrepresentation, Real Property Law, Family Law and Probate Litigation, along with others too numerous to mention.

Prior to joining Greenspoon Marder, Mr. Geller was partners with his brother, Senator Steven A. Geller, for many years in Geller & Geller, P.A., a long-time South Florida Civil Law Firm.

Court Admissions

- Supreme Court, State of Florida
- U.S. District Court, Southern District of Florida
- U.S. District Court, Middle District of Florida
- U.S. Court of Appeals, Eleventh Circuit

Bar Admissions

- Florida, 1980

Education

- J.D., Florida State University Law School, 1979
- B.A., History, Florida State University, 1975

Practice Areas

- Government Relations
- Litigation
- Lobbying
- Land Use & Zoning
- Hospitality, Alcohol & Leisure Industry Group

Professional and Community Involvement

- Miami-Dade Delegation for the 2020 Legislative Session, Chair, 2019-2020
- Florida House of Representatives, District 100, November 2014
  - Reelected, November 2016
- Village of El Portal, Village Attorney, 1995-1997, 2000- March 2018
- Town of Miami Lakes, Town Attorney, 2011-2013
- City of North Bay Village, City Attorney, 2009-2010
  - Interim City Attorney, 2003
- Town of Golden Beach, Town Attorney, 1999-2000
- City of Opa-Locka, City Attorney, December 2009-March 2015
  - Acting City Attorney, January-July 2008
  - Assistant City Attorney, 2005-2008
- Democracy Movement, Pro-Bono Counsel, 1996-Present
- Mayor of North Bay Village, Elected, November 2004
  - Reelected, November 2006
- American Jewish Congress, Southeast Region, President, 2004 -
  - First Vice President, 2000-2004
  - Board of Directors, Member, National Executive Committee, Governing Council, and Two-Time Resolution Committee Chair
- Dade County Democratic Party, Chair, 1989-2000
- Democratic National Committee, Member, 1996-2000
  - DNC Site Selection Committee, 1993-1996
- Art & Culture Center of Hollywood
  - Advisory Board of Trustees, 2013-2014
  - Honorary Board, 2014-Present
- Silver Knight Alumni Network

- Vice-Chair, 2012-2014
- Honorary Board, 2014-Present

- Holocaust Documentation and Education Center
  - Vice-Chair and General Counsel, 2013-2014
  - Honorary Board, 2014-Present
- Women’s Emergency Network
  - Board of Directors, 1994-2007
  - Advisory Board, 2007-Present
- Dade County Fair Campaign Practices Committee, Member, 1989-2000
- Kids Voting of Miami-Dade County, Advisory Board, 1996-2000
- Builders Association of South Florida, Board of Directors, 1993-1995
- Temple Beth El of North Bay Village, Board of Directors, 1987-1991
- B’nai B’rith, Zahav Unit, Vice President, 1986-1990
- Young Democrats of Florida, President, 1978-1979
- Young Democrats, National Committeeman, 1981-1989

Speaking Engagements

- Speaker, Greater Hollywood Chamber of Commerce’s 2019 Legislative Luncheon, June 20, 2019
- Speaker, "Keynote Panel," Broward County Bar Association Law Day, May 4, 2018
- Speaker, "Updates from Tallahassee & Washington, DC," North Miami Quarterly Business Luncheon, May 3, 2018
- Speaker, " Assisted Living Facilities and Nursing Home Regulations and Legislation," St. Thomas University 6th Annual Elder Law Symposium, April 17, 2018
- Speaker, "State of the State," Broward County Bar Association’s (BCBA) Legislative Affairs Update & Reception, November 29, 2017
- Speaker, "Medical Marijuana in Florida: Understanding the Impact of Senate Bill 8-A on Local Businesses", City of North Miami's Business Luncheon, November 1, 2017
- Panelist, "Home Rule: What is its future in Florida?," Miami-Dade Ethics Commission, June 2, 2017
- Panelist, "The Medical Marijuana Debate and Medical Panel," Florida's Future, October 21, 2016

Recognitions

- *U.S. News & World Report,* “Best Lawyers in America,” Administrative/Regulatory Law, 2021
- Holocaust Documentation & Education Center, "Honoree," 2018
- Florida Association of Counties, "County Champion Award," 2017
- Florida League of Cities, "Legislative Appreciation Award," 2017

In the News

- Quoted, "Warren Follows Biden’s Flashy Florida Entrance With A Quiet Buildup," Politico.com, December 5, 2019
- Quoted, “Mixed-use Causeway Village project moves forward in North Miami,” *The Real Deal*, September 22 2018
- Featured, "Public-Record Exemptions in Parkland Bill Lower Sunshine Scores For Most Lawmakers," *Miami Herald*, April 10, 2018
- Quoted, "A Condo Project May Be Headed For Single-Family Neighborhood in North Miami," *The Real Deal,* March 16, 2018

- Quoted, "Florida House: Require 2/3 Vote for Future Tax Hikes," *U.S. News & World Report,* January 25, 2018
- Quoted, "Some Lawmakers Hope To Change Way Floridians Vote In Presidential Elections," *WFSU News* and *Florida Politics*, January 17, 2018
- Quoted, "Warning Labels For Prescription Opioids Proposed Under Bill," *Florida Politics*, November 29, 2017
- Quoted, "Bill Would Add 'Gender Identity' To Hate Crimes," *Florida Politics*, October 3, 2017
- Highlighted, "Celebrity Waiter," Art and Culture Center 20th Annual Cuisine for Art, June 19, 2017
- Quoted, "South Florida Lawmakers Secure $100 Million For Local Projects," *Sun Sentinel*, May 31, 2017
- Mentioned, "Cubans' Lighthouse Landing Merits US Entry, 11th Circ. Told," *Law360*, March 24, 2017
- Quoted, "Foreclosure Attorney's Suit to Boot Dem. Party Leader Can Proceed," *Daily Business Review*, February 3, 2017
- Video, "Florida's Future: The Medical Marijuana Debate and Medical Panel," *Sun Sentinel*, October 21, 2016
- Quoted, "Campaign-Finance Changes Blocked from November Ballot but Legal Fight Continues," *Miami Herald*, September 7, 2016
- Quoted, "Judge Refuses to Halt Miami-Dade Judicial Primary Race," *Daily Business Review*, August 25, 2016
- Quoted, "On 2nd try, Miami-Dade Commissioners Approve Petition Count," *Miami Herald,* August 22, 2016
- Quoted, "Suit coming to force campaign-cash rules on Miami-Dade ballot," *Miami Herald,* August 15, 2016
- Quoted, "Former State Senator, Davie Resident Face Off for Broward Commission," *Sun Sentinel,* August 11, 2016
- Quoted, "Sitting Miami Judge Files Suit to Keep Election Challenger Off Ballot," *Daily Business Review,* August 12, 2016

News

- Greenspoon Marder Partner Joseph Geller Elected As Chair Of The Miami-Dade Delegation
- Greenspoon Marder Partner Joseph Geller Panelist At The Greater Hollywood Chamber Of Commerce's 2019 Legislative Update Luncheon
- Greenspoon Marder Partner Joseph Geller Invited To Governor's Trade Mission To Israel
- Greenspoon Marder Partner Joseph Geller Chosen As Recipient Of The Florida League Of Cities' Legislative Appreciation Award
- Greenspoon Marder Supports the 21st Annual Cuisine for Art Fundraiser Presented by the Seminole Hard Rock Hotel and Casino
- Greenspoon Marder Shareholder Joseph S. Geller Panelist at Broward Bar Association's Legislative Affairs Update
- Greenspoon Marder Shareholder Joseph S. Geller To Deliver Keynote Address at the City of North Miami's Business Luncheon
- Greenspoon Marder Shareholder Joe Geller Receives A 2017 County Champion Award From Florida Association of Counties
- Greenspoon Marder Shareholder Joseph Geller Chosen as Recipient of the Florida League of Cities Legislative Appreciation Award
- Greenspoon Marder Shareholder Joseph Geller Speaker at the Miami-Dade Ethics Commissions Municipal Luncheon
- Greenspoon Marder Supports Art And Culture Center/Hollywood's 20th Annual Cuisine For Art
- The Holocaust Documentation & Education Center Acquires World War II Sherman Tank
- Joseph Geller of Greenspoon Marder Recognized as a 2016 Champion of Florida's Middle Class

James E. Rauh

Partner

Phone: (305) 789-2732
james.rauh@gmlaw.com
600 Brickell Avenue, Suite 3600, Miami, FL, 33131

James E. Rauh is a partner within the Hospitality, Alcohol and Leisure Industry Group at Greenspoon Marder. Mr. Rauh focuses his practice on the laws governing the nightlife, hospitality and alcohol industries, including diverse and multi-discipline areas of legal needs common to those industry clients. He has accumulated over 10 years of experience in those practice areas, including representing hotels, restaurants and nightclubs at all levels of municipal land use and zoning approvals, along with complete business licensing and permitting at the federal, state, and local levels.

Mr. Rauh's experience includes working with nightlife, hospitality and alcoholic beverage industry clients in a wide variety of issues, including business transactions for the purchase and sale of hotels, restaurants and nightclubs, as well as the acquisition of alcoholic beverage licenses for those operations. His experience also includes all aspects of alcohol licensing and structuring of alcohol service operations, defending regulatory enforcement actions, administrative litigation, state and local government lobbying efforts relating to nightlife, hospitality and alcoholic beverage regulations, and commercial leasing for alcohol industry tenants, as well as assisting clients with business permitting and transfers of business licenses as a result of new business ventures, expansion, and national mergers and acquisitions between nightlife, hospitality and alcohol industry clients, including contractual issues, obtaining business tax receipts, building permitting, certificates of use and occupancy, and other related operational permits.

Mr. Rauh's clients include real estate developers, hotels, restaurants and nightclubs, as well as management companies for those operations, situated in Miami Beach and other jurisdictions.

Mr. Rauh served on active duty in the United States Marine Corps and served as an Officer with the Second Marine Division and subsequently served in the Select Marine Corps Reserve as a Platoon Commander within TOW Company, 8th Tank Battalion, in Hialeah, Florida.

Bar Admissions

- Florida

Education

- J.D., St. Thomas University School of Law, *magna cum laude,* 2003
- B.A., Finance, Fordham University, 1996

Practice Areas

- Hospitality, Alcohol & Leisure Industry Group

Speaking Engagements

- Speaker, CEO Connect Featuring Albert Santalo, Founder of CareCloud, *South Florida Business & Wealth*, April 19, 2017

In the News

- Featured, "Senior-Level Hires and Promotions," *Miami Herald,* January 31, 2017

News

- Greenspoon Marder Promotes Eight Attorneys to Shareholder in 2017

Morris G. “Skip” Miller

Partner

Phone: (561) 838-4556
Fax: (561) 514-3456
skip.miller@gmlaw.com
525 Okeechobee Boulevard, Suite 900, West Palm Beach, FL, 33401

Morris G. “Skip” Miller focuses on public finance and representation of non-profit entities. He has extensive experience in municipal finance transactions of all types, including taxable bonds, bond issues for not-for-profit organizations, mini bonds, community redevelopment financing, special taxing districts and single- and multi-family housing revenue bonds.

Mr. Miller’s clientele in municipal finance transactions include issuers, underwriters, lenders, not-for-profit and for-profit borrowers and trustees.

Court Admissions

- U.S. Eleventh Circuit Court of Appeals
- U.S. District, Southern District of Florida

Bar Admissions

- Florida

Education

- J.D., University of Florida, 1979
- B.S., Johns Hopkins University, 1976

Practice Areas

- Appellate
- Banking & Finance
- Corporate & Business
- Government & Government Relations
- Public Finance
- Bankruptcy and Reorganization

Professional and Community Involvement

- Artigras Fine Arts Festival Steering Committee, Member
- The Florida Bar, Member
  - City, County & Local Government Law Section, Member
- Housing Leadership Council of Palm Beach County
  - Public Policy Committee, Chair
- Kiwanis Club of Palm Beach Gardens, Vice-President
- Loggerhead Marinelife Center of Juno Beach, Board of Directors
- National Association of Bond Lawyers, Member
- Palm Beach County Bar Association, Member

Speaking Engagements

- Moderator, "Policy Formulation & Regulatory Barriers: What Needs to Be Changed," Palm Beach County Housing Summit, May 31, 2017
- Speaker, Florida Municipal Attorneys Association Annual Conference, 2012
- Speaker, Florida Association of Special Districts Annual Conference, 2007-2009
- Speaker, National Association of Bond Lawyers Workshop
- Speaker, National Conference of Black Mayor’s Leadership Conference

Recognitions

- *Martindale-Hubbell*, Rated AV Preeminent®
- *South Florida Business & Wealth* magazine, Finalist, “Leaders in Law,” Corporate, 2015
- Volunteer of the Year, North Palm Beach County Chamber of Commerce, 2010
- *The American Lawyer* magazine, “Top Rated Lawyers,” 2012

Publications

- Florida Association of Special Districts Focus Winter 2014 Edition, Public Finance Update, November 2014
- Greenspoon Marder Client Alert: A Potential Surprise in the New Tax Law

News

- Greenspoon Marder Attorneys Selected as 2018 Legal Leaders
- Greenspoon Marder Supports the 28th Annual Kiwanis College Football Roast
- Greenspoon Marder Supports Artigras Fine Arts Festival
- Greenspoon Marder Client Alert: A Potential Surprise in the New Tax Law
- Greenspoon Marder Attorneys Receive 2018 AV Preeminent Rating By Martindale-Hubbell
- Greenspoon Marder Supports 27th Annual Kiwanis College Football Roast
- Greenspoon Marder Supports the Palm Beach County Housing Summit 2017
- Greenspoon Marder Attorneys Selected as 2016 Legal Leaders

- Greenspoon Marder Attorneys Receive 2017 AV Preeminent Rating By Martindale-Hubbell
- Greenspoon Marder Law and Eight of its Attorneys Selected as Finalists for South Florida Business & Wealth’s 2015 Leaders in Law
- South Florida’s Top Rated Lawyers, 2012

Glenn N. Smith

Partner

Phone: (954) 888-2666
Fax: (954) 333-4066
glenn.smith@gmlaw.com
200 East Broward Boulevard, Suite 1800, Fort Lauderdale, FL, 33301

Glenn N. Smith is an experienced trial lawyer concentrating in complex commercial litigation in state and federal courts. Much of Mr. Smith's practice is focused on the representation of clients involved in or related to real estate development. Thus, he has prepared and tried numerous cases on matters such as:

- Contract Disputes
- Zoning and Land Use
- Business Disputes and Business Torts
- Professional Malpractice
- Construction Defects
- Bid Protests

In these matters, Mr. Smith has represented such clients as builders/developers, design professionals, contractors, subcontractors and lenders. He is also experienced in general commercial matters and administrative law.

Prior to joining the firm, Mr Smith was Assistant Attorney General with the Civil Division, Florida Department of Legal Affairs.

Bar Admissions

- Florida

Education

- J.D., Florida State University School of Law, Honors, 1973
- B.A., Valdosta State College, 1968

Practice Areas

- Construction
- Government & Government Relations
- Litigation

Professional and Community Involvement

- American Academy of Trial Lawyers, Member
- American Bar Association, Member
- Broward County Bar Association, Member
- The Florida Bar
  - Administrative and Local Governmental Law Section, Member
  - Trial Lawyers Section, Member

Recognitions

- *Martindale-Hubbell,* Rated AV Preeminent®
- *U.S. News & World Report*, “Best Lawyers in America,” Litigation, Construction, 2012-2020
- *U.S. News & World Report*, “Best Lawyers in America,” Litigation, Land Use & Zoning, 2012-2020
- *U.S. News & World Report,* “Best Lawyers in America,” Commercial Litigation, 2013-2020
- *U.S. News & World Report,* “Best Lawyers in America,” Litigation, Real Estate, 2013-2020
- *U.S. News & World Report, “*Lawyer of the Year,” Litigation, Real Estate, 2017
- *Super Lawyers* magazine, Florida “Super Lawyers,” Construction Litigation, 2008-2013
- *The American Lawyer* magazine, “Top Rated Lawyers,” 2012

News

- Greenspoon Marder Attorneys Selected as 2018 Legal Leaders
- Greenspoon Marder Supports the 2018 Annual Florida Outdoor Advertising Association's Convention
- 35 Attorneys From Greenspoon Marder Listed In The Best Lawyers in America© 2019
- Greenspoon Marder Attorneys Receive 2018 AV Preeminent Rating By Martindale-Hubbell
- Greenspoon Marder Supports The 2017 Annual Florida Outdoor Advertising Association's (FOAA) Convention
- 34 Attorneys from Greenspoon Marder Listed in The Best Lawyers in America© 2018
- Eight Attorneys From Greenspoon Marder Listed In The Best Lawyers Business Edition 2017
- Greenspoon Marder Attorneys Selected as 2016 Legal Leaders
- Greenspoon Marder Attorneys Receive 2017 AV Preeminent Rating By Martindale-Hubbell
- Two Greenspoon Marder Shareholders Selected as "Lawyer of the Year" by Best Lawyers for 2017
- 32 Attorneys from Greenspoon Marder Listed in the Best Lawyers in America 2017
- 25 Greenspoon Marder Law Attorneys Listed Among 2016 Best Lawyers in America
- Twenty-Three Greenspoon Marder Law Attorneys Listed Among Best Lawyers in America in 2015
- Twenty-Three Greenspoon Marder Attorneys Listed Among Best Lawyers in America in 2014
- 26 Greenspoon Marder Attorneys Listed Among Florida Super Lawyers
- Greenspoon Marder Named Among the 2013 “Best Law Firms”
- Greenspoon Marder Attorneys Named Among The Best Lawyers in America® 2013
- South Florida’s Top Rated Lawyers, 2012

Francis X. Suarez

Of Counsel

Phone: (305) 789-2725
Francis.Suarez@gmlaw.com
600 Brickell Avenue, Suite 3600, Miami, FL, 33131

Francis X. Suarez is of counsel in the Corporate and Business practice group at Greenspoon Marder. Mr. Suarez has more than 13 years of experience in real estate and corporate finance, covering the gamut of clients' real estate needs, from acquisitions and financing to sales and joint ventures. He also has served as outside general counsel to a variety of companies.

Mr. Suarez serves as mayor of the City of Miami. He previously served as Commissioner for the City of Miami, District 4, working to raise the standards of the city in which he was born and raised. His civic accomplishments on behalf of the city are extensive. He is vice-chair of the Miami-Dade Transportation Planning Organization and immediate past president of the Miami-Dade County League of Cities, to name a few. He is dedicated to elevating the quality of life of the residents he serves by focusing on transportation and connectivity issues within the city and beyond, nurturing the growth of a tech-based economy in the area and, by extension, job creation and international opportunities with Latin America.

Mr. Suarez was recognized as the 2017 Elected Official of the Year by the Latin Builder's Association.

Court Admissions

- Florida State Courts
- U.S. District Court, Southern District of Florida

Bar Admissions

- Florida

Education

- J.D., University of Florida Fredric G. Levin College of Law, *cum laude*
- B.A., Florida International University

Other Languages

- Spanish

Practice Areas

- Corporate & Business
- Real Estate
- Hospitality, Alcohol & Leisure Industry Group

Professional and Community Involvement

- The Florida Bar
- Miami-Dade County League of Cities, Past President
- Miami-Dade Metropolitan Planning Organization, Vice-Chair
- Homeless Trust, Board Member
- Member of Community Redevelopment Agency for Overtown, Omni and Midtown (Chair)
- Banyan Health Systems (formerly known as Miami Behavioral Center, Inc.), former Board Member
- Spectrum Programs, former Board Member

Speaking Engagement

- Moderator, "New Wave of Innovative Real Estate Districts," eMerge Americas Rendezvous #4, March 16, 2017
- "Rentals, Mixed-Use and Condos and Their Impact on South Florida," Bisnow, Miami's Residential & Multifamily Forum, December 13, 2016

News

- Greenspoon Marder Supports the 2018 Urban Land Institute Miami Investor's Symposium
- Greenspoon Marder Attorneys Francis X. Suarez and Leslie José Zigel Featured Speakers at the Blockchain Shift Conference
- Greenspoon Marder Supports Invest: Miami 2018

Mark Lynn

Partner

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Fax: (954) 213-0072
mark.lynn@gmlaw.com
200 East Broward Boulevard, Suite 1800, Fort Lauderdale, FL, 33301

Mark Lynn has developed a comprehensive practice in real estate transactional law, with an emphasis on representation of developers in the acquisition, financing and development of commercial properties.

Mr. Lynn has developed several sub-specialties within this commercial real estate practice including the acquisition and sale of apartment complexes, office buildings, industrial developments and medical centers, lender representation, negotiation of construction contracts with contractors and architects, and the representation of landlords and tenants in office building, shopping center and warehouse leasing. Mr. Lynn also represents developers in obtaining zoning and land use approvals for large planned unit developments and commercial projects.

As a complement to Mr. Lynn's transactional practice, he also has a substantial background in the representation of both lenders and owners in real estate litigation and resolution of title defects, bank foreclosures and loan workouts.

A native Floridian, Mr. Lynn has sought to help communities seek a balance between development and preservation of the environment, and has written several articles on this issue. He is an active member of 1000 Friends of Florida.

Before joining Greenspoon Marder, Mr. Lynn was a title examiner for First American Title Insurance Company and co-owner and managing attorney of a title agency in Aventura, Florida.

Bar Admissions

- Florida

Education

- J.D., University of Miami School of Law, *cum laude*, 1996
- B.A., International Relations, University of Pennsylvania, 1992

Practice Areas

- Real Estate
- Land Use & Zoning
- Community Association & Condominium
- Banking & Finance

Professional and Community Involvement

- The Florida Bar, Member
- Israel Bonds, Miami-Dade County Chapter, Board of Directors
- American Red Magen David for Israel, Board of Directors
- Broward County Bar Association, Emerging Legal Issues Section
  - Real Property Subcommittee, Co-Chair
  - Ethics & Liability Subcommittee, Co-Chair
- American Israel Public Affairs Committee (AIPAC), Washington Club Member

Recognitions

- *Martindale-Hubbell*, Rated AV® Preeminent ™

Publications

- Author, "South Florida Lawmakers Take On Sea Level Rise," *National Real Estate Investor*, March 11, 2015

In the News

- Featured, "Senior-Level Hires and Promotions," *Miami Herald,* January 22, 2017
- Featured, "What You Need to Know About AAAs," *GlobeSt.com*, December 12, 2014
- Featured, "How Cities are Mitigating King Tides," *GlobeSt.com*, December 11, 2014
- Featured, "Will So-Called King Tide Cost Us Millions?," *GlobeSt.com*, December 10, 2014

News

- Greenspoon Marder Attorneys Selected as 2018 Legal Leaders
- Greenspoon Marder Attorneys Receive 2018 AV Preeminent Rating By Martindale-Hubbell
- Greenspoon Marder Promotes Eight Attorneys to Shareholder in 2017
- What You Need To Know About AAAs
- How Cities Are Mitigating King Tides
- Will So-Called King Tide Cost Us Millions?

Olga Vieira

Partner

Phone: (305) 789-2794
Olga.Vieira@gmlaw.com
600 Brickell Avenue, Suite 3600, Miami, FL, 33131

Olga Vieira is a partner in the Litigation practice group at Greenspoon Marder. Ms. Vieira has extensive experience in extended trials, including serving as first chair and working with other trial counsel on legal issues to avoid errors or preserve the record for appeal. Ms. Vieira's practice focuses on product liability, catastrophic injury, and commercial litigation. Ms. Vieira strives to resolve disputes in efficient, common-sense ways that achieve her clients' legal and business goals. Her deep Miami roots and community leadership roles benefit her clients as they navigate the litigation process or local business environment.

In addition to her trial experience, Ms. Vieira has assisted clients through all phases of litigation including discovery, motions practice, settlement negotiations, and mediation. She has had extensive involvement in smoking and health litigation in Florida, including taking a lead role in coordinating the defense of over 1,000 individual claims pending in Miami-Dade County.

Court Admissions

- Florida State Courts
- U.S. District Court, Southern District of Florida

Bar Admissions

- Florida

Education

- J.D., Georgetown University Law Center, 2006
- B.S., University of Florida, *cum laude*, 2001

Other Languages

- Spanish

Practice Areas

- Litigation
- Real Estate
- Blockchain

Representative Experience

- One of the lead trial attorneys defending a tobacco manufacturer in a wrongful death claim where plaintiff sought $50 million. Defendants obtained a complete defense verdict after a three-week trial.
- One of the lead trial attorneys for an engineering firm in a two-week personal injury trial where plaintiff alleged catastrophic injuries and sought over $10 million in damages. The case resolved after the trial, while the jury deliberated. Kevin Charles Simpson v. FLSmidth, Inc.
- One of the lead trial attorneys for the defendant in a federal court labor dispute alleging unfair wage practices under the Fair Labor Standards Act. The case resulted in a complete defense verdict.
- Provided legal issues and trial support during a three-week trial over the death of a 54-year-old smoker claiming compensatory and punitive damages for lung cancer and addiction arising from the use of cigarettes containing nicotine.
- Provided legal issues and trial support in a two-week trial where a former smoker sought compensatory damages for bladder cancer caused by his alleged addiction to cigarettes containing nicotine.
- Provided legal issues and trial support in an eight-week trial where a smoker sought compensatory and punitive damages for cancer and addiction arising from the use of cigarettes containing nicotine.

Professional and Community Involvement

- The Florida Bar
- Amor en Acción
  - Board of Directors and Treasurer (2001-2016)
- Dade Heritage Trust
  - Board of Trustees (2008-2014)
  - President (2012-2014)
- Lawyers for Children America, Attorney Ad Litem

Speaking Engagements

- Moderator, “Tech Trends in Commercial Real Estate,” CREW Miami Lunch Program, October 29, 2019
- Speaker, "The Role of In-House Counsel in Alternative Dispute Resolution And Settlement Offers: When, How, and How Much," FDCC 2018 Winter Meeting, Amelia Island, FL (February 26, 2018).

Recognitions

- *Martindale-Hubbell*, Rated AV® Preeminent ™
- *South Florida Legal Guide*, “Top Lawyers,” 2020
- *Benchmark Litigation*, "Under 40 Hot List," 2019
- *Daily Business Review*, "Young Lawyers on the Rise," 2017
- *Super Lawyers* magazine, “Florida Rising Star,” 2013-2019
- *Florida Trend* magazine, Legal Elite, “Up and Comer,” 2015
- Lawyers for Children America, John Edward Smith Child Advocacy Award, 2012

- In recognition of outstanding legal advocacy and exceptional service as a pro bono attorney for abused and neglected children

- Cystic Fibrosis Foundation, 40 Under 40 Outstanding Lawyers of Miami-Dade County, 2012
- International Academy of Trial Lawyers' Award, 2006
  - Participation in the D.C. Law Students in Court Program

Publications

- Food for Thought: Liability-Only Class Certification Denied for Claims That “No Sugar Added” Juice Labels Misled Consumers Into Thinking the Juice Had Fewer Calories," Carlton Fields Web Article, October 16, 2017
- Co-Author, "Your Apps May Be Selling You Out," Law360, July 12, 2017
- Co-Author, "Amazon Echo - Did Alexa Record a Murder?" Daily Business Review, April 17, 2017
- "CAUTION: Are Production Warnings Required in Languages Other than English?," Sports & Business Industry Association, January 17, 2012
- “Client Alert: New Decision on Personal Jurisdiction Over Corporate Defendants,” Carlton Fields Web Article, 2011

News

- Greenspoon Marder Supports The JDRF Golf Tournament
- Three Greenspoon Marder Attorneys Recognized In Benchmark Litigation's "Under 40 Hotlist" 2019
- Greenspoon Marder Hosts The Miami Music Week: Crypto Monday Reception
- Greenspoon Marder Attorneys Selected as 2018 Legal Leaders
- Super Lawyers Recognizes 15 Attorneys At Greenspoon Marder As "2018 Rising Stars" In Florida

Elizabeth Somerstein Adler

Senior Counsel

Phone: (954) 527-2459
Fax: (954) 333-4059
elizabeth.adler@gmlaw.com
200 East Broward Boulevard, Suite 1800, Fort Lauderdale, FL, 33301

Elizabeth Somerstein Adler is senior counsel in the Litigation practice group at Greenspoon Marder LLP. She concentrates her practice on civil litigation, including, but not limited to, commercial, construction, zoning, environmental, and land use. Ms. Adler is credentialed by the U.S. Green Building Council as a LEED AP BD+C, which is an advanced professional credential obtained by only those professionals with significant expertise in the design and construction phases of green buildings, serving the commercial, residential, education and healthcare sectors.

Court Admissions

- U.S. Supreme Court
- U.S. District Court, Southern District of Florida
- U.S. Court of Appeals, Eleventh Circuit

Bar Admissions

- Florida

Education

- LEED AP BD+C Professional Credential
- J.D., University of Miami School of Law, *magna cum laude, Order of the Coif*
  - Writing Editor, University of Miami Intern-American Law Review
  - “Grey Quill Award,” Recipient
- B.A., Art History, Emory University

Practice Areas

- Construction
- Litigation

Professional and Community Involvement

- Nova Southeastern University, Levan Ambassadors Board, Member
- City of Fort Lauderdale, Sustainability Advisory Board, Vice Chair
- Ghost Light Society, Steering Committee
- Broward County Bar Association, Member
- Order of the Coif, Member
- Silver Knight Alumni Association, Member
- South Florida Emory Alumni Association, Member

Recognitions

- *U.S. News and World Report,* “Best Lawyers in America: Ones to Watch,” Commercial Litigation, 2021
- *Super Lawyers* magazine, “Florida Rising Stars,” Land Use & Zoning, 2019
- *Daily Business Review*, Honoree, "On the Rise" Professional Excellence Awards, 2019
- *South Florida Business & Wealth* magazine, Nominee, “Up & Comers,” 2018

Publications

- Author, "Senate Bill 360 in the Wake of the Recent City of Weston Ruling," October 25, 2010
- Co-Author, “New Challenges to Protecting a Landlord’s Interest from its Tenants’ Creditors," March 10, 2010
- Author, “Copyright Abolition and Attribution,” Review of Law & Economics: Vol. 5: Iss. 3, Article 5, 2009
- Author, “Provenance: Issues in Museum Administration” ALI-ABA Course of Study, Legal Issues in Museum Administration, April 2009
- Author, “Who is really protecting Barbie: Goliath or the Silver Knight? A defense of Mattel’s aggressive international attempts to protect its Barbie copyright and trademark,” 39 University of Miami Inter-American Law Review, 559, 2008

In the News

- Featured, "Q&As With DBR's 2019 On the Rise Honorees," *Daily Business Review*, May 6, 2019
- Featured, "Meet Liz Adler of Greenspoon Marder in Brickell and Miami Beach," *VoyageMIA*, May 2, 2019
- Featured, "DBR Announces 2019 Professional Excellence Awards," *Daily Business Journal*, March 15, 2019
- Featured, "Alumni Welcome," NSU University School Viewpoint, Spring 2018

News

- 4 Greenspoon Marder Attorneys Listed In The Best Lawyers In America©: Ones To Watch 2021
- Greenspoon Marder Senior Counsel Elizabeth Somerstein Adler Elected To Serve As The Vice Chair Of The City Of Fort Lauderdale's Sustainability Advisory Board
- Greenspoon Marder supports the 10th Annual Ghost Light Society Soiree benefitting the Broward Center's Arts-in-Education Programs
- Greenspoon Marder Senior Counsel Elizabeth Somerstein Adler Earns LEED AP BD+C Professional Credential
- Greenspoon Marder Senior Counsel Elizabeth Somerstein Adler Inducted As A Member Of The NSU Levan Ambassadors Board
- Greenspoon Marder Senior Counsel Elizabeth Adler To Be Honored At The Daily Business Review's Florida Legal Awards
- Greenspoon Marder Attorney Elizabeth Somerstein Adler Reappointed for a Fourth Term to the City of Fort Lauderdale's Sustainability Advisory Board

- Greenspoon Marder Attorney Elizabeth Somerstein Adler Appointed to the Steering Committee for the Broward Center of Performing Art's Ghost Light Society
- Greenspoon Marder Attorney Elizabeth Somerstein Adler Recognized As A 2018 “Up and Comer” By South Florida Business & Wealth
- Greenspoon Marder Supports The B'Nai B'rith Justice Unit's 38th Annual Installation Brunch
- Greenspoon Marder Attorney Elizabeth Somerstein Adler Reappointed For A Third Term To The City of Fort Lauderdale's Sustainability Advisory Board
- Greenspoon Marder Associate Elizabeth Somerstein Adler Elected to Serve on Board of Broward B'Nai Brith's Justice Unit
- Greenspoon Marder Attorney Elizabeth Somerstein Adler Reappointed for a Second Term to the City of Fort Lauderdale's Sustainability Advisory Board
- Greenspoon Marder Attorney Elizabeth Somerstein Adler has been Appointed to the City of Fort Lauderdale's Sustainability Advisory Board

Jason D. Silver

Associate

Phone: (754) 200-7008
Fax: (954) 213-0168
jason.silver@gmlaw.com
200 East Broward Boulevard, Suite 1800, Fort Lauderdale, FL, 33301
100 West Cypress Creek Road, Suite 700, Fort Lauderdale, FL, 33309

Jason is an associate in the Financial Services practice group. He handles all facets of consumer finance litigation on behalf of financial institutions in Florida, New York, and the District of Columbia. He is also admitted in the U.S. Bankruptcy Courts throughout Florida and New York and frequently represents creditors in those Courts.

He also practices general civil litigation and municipal and government law, having presided as the Deputy Municipal Attorney at monthly municipal meetings at the Village of El Portal, Florida. He has assisted with the representation in election related disputes, municipal Zoning Board related disputes, a municipality's effort to implement a Form-Cased Code, and interned at the Office of the City Attorney at the City of Miami while in law school. He is a member of the Florida Municipal Attorneys Association (FMAA) and is a Florida Supreme Court Qualified Arbitrator.

Regarding service to the bar, he currently is a member of The Florida Bar's Constitutional Judiciary Committee, where he has been appointed has Vice Chair for 2020, and serves on Grievance Committee 17 I where was also appointed Vice Chair for 2020. He served as Chair of The Florida Bar's Standing Committee for Student Education and Admissions to the Bar in 2019, is a past President of The Florida Bar Young Lawyers Division's Law Student Division, and previously was as an elected member of The Dade County Bar Association Young Lawyers Section's Board of Directors and wrote for the Cuban American Bar Association's *CABA Briefs* magazine.

He was a Team Captain for Cycle for Survival in 2020, serves on the City of Ft. Lauderdale's Community Appearance Board, previously served on the Young Leadership Division Board of Directors with the Jewish Federation of Broward County, lectured and coached for the mock trial competition coach at David Posnack Hebrew Day High School through Greenspoon Marder LLP, and is a member of The Federalist Society.

Part of the communications staff for the Miami Dolphins seasonally since 2009, he worked Superbowls XLIV and LIV, the Pro Bowl in Miami, and the 2008 FedEx BCS National Championship game in Miami.

He is an avid runner and indoor cyclist and successfully completed the ING Miami Half Marathon and 13.1 races in 2011 and the Hollywood Beach Half Marathon in 2020.

Silver graduated the University of Florida where he was tapped into Florida Blue Key and the St. Thomas University School of Law.

Court Admissions

- U.S. District Court, Southern District of New York
- U.S. District Court, Eastern District of New York

- U.S. Bankruptcy Court, Southern District of New York
- U.S. Bankruptcy Court, Eastern District of New York
- U.S. Bankruptcy Court, Northern District of New York
- U.S. Bankruptcy Court, Western District of New York
- U.S. District Court, Southern District of Florida
- U.S. District Court, Middle District of Florida
- U.S. District Court, Northern District of Florida
- U.S. Bankruptcy Court, Southern District of Florida
- U.S. Bankruptcy Court, Middle District of Florida
- U.S. Bankruptcy Court, Northern District of Florida
- U.S. Court of Appeals, District of Columbia Circuit
- U.S. Court of Appeals, Seventh Circuit
- Florida Supreme Court Qualified Arbitrator

Bar Admissions

- District of Columbia
- Florida
- New York

Education

- J.D., St. Thomas School of Law, 2011
- B.S., Public Relations, University of Florida, 2008

Practice Areas

- Financial Services
- Real Estate

Professional and Community Involvement

- The Florida Bar, Member
  - Constitutional Judiciary Committee
    - Vice Chair, 2020-2021
  - Grievance Committee 17I
    - Vice Chair 2020-2021
  - Student Education & Admissions To The Bar Committee
    - Chair, 2018-2019
    - Vice Chair, 2017-2018
  - The Florida Bar Young Lawyers Division’s Law Student Division
    - Past President, 2010-2011
- City of Fort Lauderdale, Community Appearance Board, Member
- Cycle for Survival

- Fundraising Team captain, Miami ride, 2019-2020

- Dade County Bar Association/Young Lawyers Section
  - Elected to Board of Directors, 2012

- Cuban American Bar Association
  - Writer for the *CABA Briefs* magazine

- University of Florida, Florida Blue Key,
  - Tapped, Fall, 2007

- Miami Dolphins, LTD.
  - Seasonal assistant to Media Relations staff, 2009-2020
  - The Orange Bowl Committee
    - Collegiate football bowl seasonal assistant to Communications staff , 2005-2012

Speaking Engagements

- Speaker, "Real Life on the Job Challenges Students Will Face and Professionalism," University of Miami School of Law's Externship Program Orientation, January 24, 2019
- Speaker, "Ethical Governance Day 2017," Miami-Dade County Commission on Ethics and Public Trust, Center for International Education, Homestead, FL, October 19, 2017
- Speaker, "The Winning Edge," Florida International College of Law, Miami, FL, October 25, 2016
- Speaker, "Ethical Governance Day 2016," Miami-Dade County Commission on Ethics and Public Trust, Mater Academy, Hialeah Gardens, FL, October 20, 2016
- Panelist, "Are Law Schools Adequately Preparing Students for the Practice of Law?," 65th Annual Florida Bar Convention,The Florida Bar, June 26, 2015
- Moderator, 64th Annual Florida Bar Convention, "Outlook Ethics," Continuing Legal Education, The Florida Bar, June 27, 2014

Recognitions

- *U.S. News and World Report,* "Best Lawyers in America: Ones to Watch," Financial Services Regulation Law, Real Estate Law, 2021
- *Super Lawyers* magazine, "Florida Rising Stars," Business Litigation, 2019-2020

In The News

- Featured, "Law School To Career: My Job As An Associate Attorney In Banking & Finance," *STU News,* July 2, 2020
- LAW SCHOOL TO CAREER: MY JOB AS AN ASSOCIATE ATTORNEY IN BANKING & FINANCE
- Featured, "Florida Bar Annual Convention 2019: Jason Silver on Student Education and Admissions to the Bar," *Florida Bar Podcast*, July 6, 2019
- Featured, "UF Students Crave More Health and Wellness Resources," *Florida Bar News*, December 15, 2018

News

- 4 Greenspoon Marder Attorneys Listed In The Best Lawyers In America©: Ones To Watch 2021
- Greenspoon Marder Associate Jason Silver Appointed As Vice-Chair Of Both The Florida Bar's Constitutional Judiciary Committee And The Seventeenth Circuit Grievance Committee "I"
- Super Lawyers Recognizes 14 Attorneys At Greenspoon Marder As "Rising Stars" In Florida
- Greenspoon Marder Associate Jason Silver Appointed To The City Of Fort Lauderdale's Community Appearance Board

GreenspoonMarder LLP

TAB 8:
CORPORATE STANDING AND AUTORIZED SIGNATORY

2020 LIMITED LIABILITY PARTNERSHIP ANNUAL REPORT

FEE IS $25.00! REPORT DUE BY MAY 1, 2020

FILED

2020 FEB 25 AM 8:23

DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA
LLP200000623-3
02/25/20--01015--016 **25.00

SECRETARY OF STATE — FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

REGISTRATION # LLP160002946

LLP # LLP200000623

1. Name and Mailing Address

GREENSPOON MARDER LLP

200 EAST BROWARD BOULEVARD
SUITE 1800
FORT LAUDERDALE, FL 33301 US

If above mailing address is incorrect in any way, line through incorrect information and enter correction in Block 2.

CR2E029 (2/10)

2. New Mailing Address, if Applicable:

Suite, Apt#, etc.

City State Zip Code

3. Principal Place of Business Address

200 EAST BROWARD BOULEVARD
SUITE 1800
FORT LAUDERDALE, FL 33301 US

4. New Principal Office Address, if Applicable:

Suite, Apt#, etc.

City State Zip Code

5. Federal Employee Identification Number

81 - 2555319

☐ Applied For
☐ Not Applicable

6. Certificate of Status Desired:

☐ $8.75 Additional Fee Required

7. Name and Address of Registered Agent

GREENSPOON, GERALD
200 EAST BROWARD BOULEVARD, SUITE 1800
FORT LAUDERDALE, FL 33301

8. New Name and/or Address of Registered Agent:

Name

Street Address (P.O. Box Number is Not Acceptable)

FL

City Zip Code

9. New Registered Agent's Signature, If Changed

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida

SIGNATURE: _____

SIGNATURE, TYPED OR PRINTED NAME OF REGISTERED AGENT AND TITLE IF APPLICABLE. Date

10. General Partner's Signature (REQUIRED)

The execution of this report as a partner constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

SIGNATURE: _____ Gerald Greenspoon Co-managing Director 2-20-20 954.491.1120

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING PARTNER Date Daytime Phone #

E-mail Address: gerry.greenspoon@gmlaw.com

(To be used for future annual report notifications)

T MOORE

FEB 26 2020

Below is a list of the firm's partners who are authorized signatories for the firm.

Partner	Abrahamy, Dariel J.
Partner	Alman, Michael J.
Partner	Austin, Carolyn
Partner	Backman, Jeffrey A.
Partner	Bakst, Michael
Partner	Bermudez, Marcela
Partner	Birnbaum, Robby H.
Partner	Blair, Laurence I.
Partner	Boyles, Heidi
Partner	Bratter, Rebecca F.
Partner	Brown, Edward D.
Partner	Chapman, Amanda L.
Partner	Chmielarski, Mark J.
Partner	Cohn, Alan B.
Partner	Corman, Larry
Partner	Coyle, Thomas F.
Partner	Crawford, Cindy
Partner	Crespo, Manuel L.
Partner	Cummings, Brian R.
Partner	Draper, Chris A.
Partner	Edgar, William J.
Partner	Epstein, Richard
Partner	Ettinger, Arthur D.
Partner	Fawer, Mark
Partner	Freimann, Michael A.
Partner	Fuerst, Scott J.
Partner	Gannon, Patricia L.
Partner	Ganz, Denise F.
Partner	Gelety, John A.
Partner	Geller, Joseph S.
Partner	Gillette, Rachel K.
Partner	Gilmore, Ellen
Partner	Ginder, Matthew
Partner	Glasser, Gene K.
Partner	Grant, Mark F.
Partner	Greenspoon, Gerald
Partner	Guadiana, James A.
Partner	Hatic, Haas A.
Partner	Hipps, Kathleen C.
Partner	Hirschfeld, Neal W.
Partner	Homer, Franklin S.
Partner	Jackson, Robert B.
Partner	Kemper, Adam D.
Partner	Klein, Brent D.
Partner	Kline, Victor S.
Partner	Klinek, Evan B.
Partner	Krimsky, Beth-Ann E.
Partner	Kron, David P.
Partner	Krul, Michael H.
Partner	Kubiliun, David
Partner	Labat, Germain D.
Partner	Lawlor, Rebecca Y.
Partner	Lebow, Ron
Partner	Lenox, David R.
Partner	Linder, Carl H.
Partner	Loos III, Edmund O.
Partner	Lubart, Leonard
Partner	Lynn, Mark J.
Partner	Marder, Michael E.
Partner	Maysonet, Myrna
Partner	Mazanec, Daniel C.
Partner	Mele, Dennis D.
Partner	Merkur, David
Partner	Miller, Morris G.
Partner	Nair-Thomas, Nandini P.
Partner	Neufeld, Marla B.
Partner	O'Donnell, Garry W.
Partner	Patel, Jayesh
Partner	Pelzer, John H.
Partner	Rabinowitz, Mark P.
Partner	Rauh, James E.
Partner	Reichman, Robert P.
Partner	Richards II, Nicholas J.
Partner	Ross, Michael
Partner	Saft, Kathryn
Partner	Sances, Amy L.
Partner	Schuster, Carl
Partner	Schwartz, Marc E.
Partner	Seigel, Jenna H.
Partner	Shiekman, John L.
Partner	Siegel, Peter R.
Partner	Silverstein, Murray B.
Partner	Silvestri, Phillip A.
Partner	Slavis, Peter D.
Partner	Smith, Glenn N.
Partner	Smith, Michael A.
Partner	Somerstein, Alan
Partner	Somerstein, Barry
Partner	Somerstein, Dana L.
Partner	Somerstein, Mark
Partner	Sykes, Leah
Partner	Tamaroff, Chad J.
Partner	Tener, Elizabeth A.
Partner	Terminello, Louis J.
Partner	Thompson, Loretta
Partner	Turken, James H.
Partner	Urias, Sharon A.
Partner	Valvano II, James
Partner	Vieira, Olga M.
Partner	Weisman, David

Partner	Weiss, Jonathan B.
Partner	Wessely Esq., Robert P.
Partner	Zagzebski, Sander C.

Partner	Zann, Lawren
Partner	Zigel, Leslie J.

GreenspoonMarder LLP

TAB 9:
FORMS AND ATTACHMENTS

RESPONDENT SUBMITTAL FORM:

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFQ

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☑ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFQ

FIRM NAME: Greenspoon Marder LLP

AUTHORIZED SIGNATURE: _____ DATE: 9/17/20

TITLE OF OFFICER: _____

RESPONDENT SUBMITTAL FORM
PROFESSIONAL LEGAL SERVICES

The undersigned Firm proposes and agrees, if this submission is accepted, to enter into an agreement with the Town of Bay Harbor Islands to perform and furnish all Services as specified or indicated in the Contract Documents.

The Firm accepts all of the terms and conditions of this Request for Proposals. This RFQ will remain subject to acceptance for 90 days after the day of RFQ opening. The Firms agrees to sign and submit the Agreement and other documents as required by the Bidding Requirements within ten days after the date of the Town's Notice of Award.

In submitting this response, the Firm represents, as more fully set forth in the Agreement, that:

- The Firm has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Firm has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- The Firm has given the Town written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to the Firm.
- This solicitation is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Firm has not directly or indirectly induced or solicited any other Firms to submit a false or sham Bid; the Firm has not solicited or induced any person, firm or corporation to refrain from Bidding; and Firm has not sought by collusion to obtain for itself any advantage over any other Firms or over the Town.

Firm Name:

Greenspoon Marder LLP

Street Address:

600 Brickell Avenue, Suite 3600

Mailing Address (if different):

Miami, FL 33131

Telephone No. 954-491-1120 Fax No. 954-331-2037

Email Address: joseph.geller@gmlaw.com FEIN No. 81-2555319

By signing this document the Responder agrees to all Terms

Signature:

_____

(Signature of authorized agent)

Print Name: Joseph Geller

Title: Partner

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF FIRM TO BE BOUND BY THE TERMS OF ITS SUBMISSION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE SUBMISSION NON-RESPONSIVE.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	The Continental Insurance Company	35289
INSURER B:	Continental Casualty Company	20443
INSURER C:	Valley Forge Insurance Co	20508
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Greenspoon Marder LLP.
Equity Land Title LLC
200 E. Broward Blvd.
Suite 1800
Fort Lauderdale FL 33301 USA

COVERAGES **CERTIFICATE NUMBER:** 570083854574 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			6049592407 Commercial Package Policy	05/01/2020	05/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6049592391 Business Auto	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION			6049592410 Umbrella Liability, QUMB SIR applies per policy terms & conditions	05/01/2020	05/01/2021	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
A B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6045605968 Workers Compensation - Ca 6045620325 Workers Compensation - Ca	05/01/2020 05/01/2020	05/01/2021 05/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

1 - Office of the Town Clerk Town of Bay Harbor Islands is included as Additional Insured, as their interests may appear as respects to General Liability and Automobile Liability.

2 - Subject to the standard terms and conditions of the individual policies, indicated coverages are primary and non-contributory.

CERTIFICATE HOLDER

Office of the Town Clerk
Town of Bay Harbor Islands
Attn: Town Clerk
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570083854574

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Nautilus Insurance Company	17370
INSURER B:	Scottsdale Ins Company	41297
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Greenspoon Marder LLP.
200 E. Broward Blvd. Suite 1800
Fort Lauderdale FL 33301 USA

COVERAGES **CERTIFICATE NUMBER:** 570083854193 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	
	(Mandatory in NH)						E.L. DISEASE-EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	
A	Lawyers Prof			PLP_1000369_P-8	03/12/2020	03/12/2021	Per Claim	$5,000,000
B				LWS0000809	03/12/2020	03/12/2021	Aggregate	$10,000,000

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

Primary Participation: Nautilus Insurance Company 50%, Scottsdale Insurance Company 50%
Errors & Omissions coverage is a Claims Made policy. There is no Additional Insured status on the Errors and Omissions coverage.

CERTIFICATE HOLDER

Office of the Town Clerk
Attn:Town Clerk
Town of Bay Habor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570083854193

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GreenspoonMarder LLP

Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, FL 33309-2140

Approved
10/20/2025

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

October 17, 2025
Matter No. 68476.0001
Invoice No. 1636300
Federal Tax ID: 81-2555319

Re **General Town Matters**

PO #06316

Charges	$17,500.00
Total Invoice Amount	**$17,500.00**

For questions regarding this statement please call 888-491-1120, or e-mail billinggroup@gmlaw.com

Remittance via US Mail:
Greenspoon Marder LLP
Attn: Accounts Receivable
Trade Centre South - Suite 700
100 West Cypress Creek Road
Fort Lauderdale, Florida 33309

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Visit our website www.gmlaw.com, to make secure payments by credit card. You will find detailed instructions. *If you have any issues or questions, please email* receivables@gmlaw.com. We accept Visa, MasterCard, Discover and American Express.

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Synovus Bank, ABA #061100606, Swift Code FICOUS44
For Credit to: Greenspoon Marder LLP, ACH Client Payment
Account # *1020097553*
Please email receivables@gmlaw.com
with the client number and amount wired
for proper application.

Charge Details

Date	Description	Amount
10/17/25	Monthly Retainer for October 2025	17,500.00
Total Charges		**$17,500.00**

TOTAL AMOUNT DUE **$17,500.00**

Greenspoon Marder LLP

Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, FL 33309-2140

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

October 17, 2025
Matter No. 68476.0001
Invoice No. 1636300
Federal Tax ID: 81-2555319

Re **General Town Matters**

PO #06316

Charges	$17,500.00
Total Invoice Amount	**$17,500.00**

REMITTANCE

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Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, FL 33309-2140

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

November 12, 2025
Matter No. 68476.0001
Invoice No. 1640948
Federal Tax ID: 81-2555319

Re **General Town Matters**

PO #06316

Charges	$17,500.00
Total Invoice Amount	**$17,500.00**
Previous Balance Due	$17,500.00
Total Amount Due	**$35,000.00**

REMITTANCE

For questions regarding this statement please call 888-491-1120, or e-mail billinggroup@gmlaw.com

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Open Invoices as of November 12, 2025

Invoice Date	Invoice Number	Invoice Amount	Payments	Balance Due
10/28/25	1638060	$17,500.00	$0.00	$17,500.00
Total Outstanding AR:				**$17,500.00**

GreenspoonMarder LLP

Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, FL 33309-2140

Town of Bay Harbor Islands
1030 95th Street, Trailer 5
Bay Harbor Islands, FL 33154
Attention: Lindsley Noel, Town Manager

December 15, 2025
Matter No. 68476.0002
Invoice No. 1649447
Federal Tax ID: 81-2555319

Re **Town of Bay Harbor Islands v. Travers**

Professional Fees	$2,182.50
Total Invoice Amount	**$2,182.50**

Approved
12/16/2025

For questions regarding this statement please call 888-491-1120, or e-mail billinggroup@gmlaw.com

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100 West Cypress Creek Road
Fort Lauderdale, FL 33309-2140

Town of Bay Harbor Islands
1030 95th Street, Trailer 5
Bay Harbor Islands, FL 33154
Attention: Lindsley Noel, Town Manager

December 15, 2025
Matter No. 68476.0002
Invoice No. 1649447
Federal Tax ID: 81-2555319

Re **Town of Bay Harbor Islands v. Travers**

Professional Fees	$2,182.50
Total Invoice Amount	**$2,182.50**

REMITTANCE

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Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, FL 33309-2140

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

July 11, 2025
Matter No. 68476.0001
Invoice No. 1613792
Federal Tax ID: 81-2555319

Re **General Town Matters**

PO #06316

Charge Details

Date	Description	Amount
07/10/25	Monthly Retainer for July 2025	17,500.00
Total Charges		**$17,500.00**

TOTAL AMOUNT DUE	**$17,500.00**

Greenspoon Marder LLP
Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, FL 33309-2140

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

July 11, 2025
Matter No. 68476.0001
Invoice No. 1613792
Federal Tax ID: 81-2555319

Re **General Town Matters**

PO #06316

Charges	$17,500.00
Total Invoice Amount	**$17,500.00**

REMITTANCE

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Greenspoon Marder LLP

Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, FL 33309-2140

Town of Bay Harbor Islands
1030 95th Street, Trailer 5
Bay Harbor Islands, FL 33154
Attention: Lindsley Noel, Town Manager

July 1, 2025
Matter No. 68476.0002
Invoice No. 1611626
Federal Tax ID: 81-2555319

Re **Town of Bay Harbor Islands v. Travers**

Professional Fees	$3,050.00
Disbursements	$466.00
Total Invoice Amount	**$3,516.00**

APPROVED
BY: SSM DATE: 7/9/2025

For questions regarding this statement please call 888-491-1120, or e-mail billinggroup@gmlaw.com

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Greenspoon Marder LLP

Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, FL 33309-2140

Town of Bay Harbor Islands
1030 95th Street, Trailer 5
Bay Harbor Islands, FL 33154
Attention: Lindsley Noel, Town Manager

July 1, 2025
Matter No. 68476.0002
Invoice No. 1611626
Federal Tax ID: 81-2555319

Re **Town of Bay Harbor Islands v. Travers**

Professional Fees	$3,050.00
Disbursements	$466.00
Total Invoice Amount	**$3,516.00**

REMITTANCE

For questions regarding this statement please call 888-491-1120, or e-mail billinggroup@gmlaw.com

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Attn: Accounts Receivable
Trade Centre South - Suite 700
100 West Cypress Creek Road
Fort Lauderdale, Florida 33309

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Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, FL 33309-2140

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

January 21, 2025
Matter No. 68476.0001
Invoice No. 1577070
Federal Tax ID: 81-2555319

Re **General Town Matters**

PO #06316

Charge Details

Description	Amount
Monthly Retainer for January 2025	15,000.00
Total Charges	**$15,000.00**

Greenspoon Marder LLP
Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, FL 33309-2140

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

February 10, 2025
Matter No. 68476.0001
Invoice No. 1581826
Federal Tax ID: 81-2555319

Re **General Town Matters**

PO #06316

Charge Details

Description	Amount
Monthly Retainer for February 2025	15,000.00
Total Charges	**$15,000.00**

Greenspoon Marder LLP
Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, FL 33309-2140

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

March 20, 2025
Matter No. 68476.0001
Invoice No. 1589820
Federal Tax ID: 81-2555319

Re **General Town Matters**

PO #06316

Charge Details

Date	Description	Amount
03/20/25	Monthly Retainer for March 2025	15,000.00
Total Charges		**$15,000.00**

TOTAL AMOUNT DUE **$15,000.00**

Charge Details

Date	Description	Amount
04/22/25	Monthly Retainer for April 2025	15,000.00
Total Charges		**$15,000.00**

TOTAL AMOUNT DUE **$15,000.00**

Charge Details

Date	Description	Amount
05/20/25	Monthly Retainer for May 2025	15,000.00
Total Charges		**$15,000.00**

TOTAL AMOUNT DUE **$15,000.00**

Charge Details

Date	Description	Amount
06/23/25	Monthly Retainer for June 2025	17,500.00
Total Charges		**$17,500.00**

TOTAL AMOUNT DUE **$17,500.00**

Greenspoon Marder LLP
Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, FL 33309-2140

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

August 20, 2025
Matter No. 68476.0001
Invoice No. 1622343
Federal Tax ID: 81-2555319

Re **General Town Matters**

PO #06316

Charges	$17,500.00
Total Invoice Amount	**$17,500.00**

For questions regarding this statement please call 888-491-1120, or e-mail billinggroup@gmlaw.com

Remittance via US Mail:
Greenspoon Marder LLP
Attn: Accounts Receivable
Trade Centre South - Suite 700
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For Credit to: Greenspoon Marder LLP, ACH Client Payment
Account # 1020097553
Please email receivables@gmlaw.com
with the client number and amount wired
for proper application.

Charge Details

Date	Description	Amount
08/20/25	Monthly Retainer for August 2025	17,500.00
Total Charges		**$17,500.00**

TOTAL AMOUNT DUE	**$17,500.00**

Greenspoon Marder LLP
Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, FL 33309-2140

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

August 20, 2025
Matter No. 68476.0001
Invoice No. 1622343
Federal Tax ID: 81-2555319

Re **General Town Matters**

PO #06316

Charges	$17,500.00
Total Invoice Amount	**$17,500.00**

REMITTANCE

For questions regarding this statement please call 888-491-1120, or e-mail billinggroup@gmlaw.com

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Greenspoon Marder LLP
Attn: Accounts Receivable
Trade Centre South - Suite 700
100 West Cypress Creek Road
Fort Lauderdale, Florida 33309

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Please email receivables@gmlaw.com
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Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, FL 33309-2140

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

September 17, 2025
Matter No. 68476.0001
Invoice No. 1629294
Federal Tax ID: 81-2555319

Re **General Town Matters**

PO #06316

Charges	$17,500.00
Total Invoice Amount	**$17,500.00**

For questions regarding this statement please call 888-491-1120, or e-mail billinggroup@gmlaw.com

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Account # 1020097553
Please email receivables@gmlaw.com
with the client number and amount wired
for proper application.

Charge Details

Date	Description	Amount
09/17/25	Monthly Retainer for September 2025	17,500.00
Total Charges		**$17,500.00**

TOTAL AMOUNT DUE	**$17,500.00**

Greenspoon Marder LLP
Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, FL 33309-2140

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

September 17, 2025
Matter No. 68476.0001
Invoice No. 1629294
Federal Tax ID: 81-2555319

Re **General Town Matters**

PO #06316

Charges	$17,500.00
Total Invoice Amount	**$17,500.00**

REMITTANCE

For questions regarding this statement please call 888-491-1120, or e-mail billinggroup@gmlaw.com

Remittance via US Mail:
Greenspoon Marder LLP
Attn: Accounts Receivable
Trade Centre South - Suite 700
100 West Cypress Creek Road
Fort Lauderdale, Florida 33309

Remittance via Credit Card:
Visit our website www.gmlaw.com, to make secure payments by credit card. You will find detailed instructions. If you have any issues or questions, please email receivables@gmlaw.com. We accept Visa, MasterCard, Discover and American Express.

Remittance via Wire:
Synovus Bank, ABA #061100606, Swift Code FICOUS44
For Credit to: Greenspoon Marder LLP, ACH Client Payment
Account # 1020097553
Please email receivables@gmlaw.com
with the client number and amount wired
for proper application.

RESOLUTION NO. 2494

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN OF BAY HARBOR ISLANDS AGREEMENT WITH GREENSPOON MARDER LLP FOR PROVIDING GENERAL LEGAL SERVICES TO THE TOWN ON A MONTHLY RETAINER BASIS; PROVIDING FOR INCORPORATION OF RECITALS AND AN EFFECTIVE DATE.

WHEREAS, the TBHI retained Greenspoon Marder LLP as Town Attorneys in April, 2021; and

WHEREAS, the amount of the monthly retainer paid to Greenspoon Marder LLP was fixed in April, 2022, at $15,000 per month and has not been adjusted since; and

WHEREAS, most salaries paid by the Town since that date have been adjusted for inflation or otherwise, but the monthly retainer for legal services has not been adjusted; and

WHEREAS, due to the unprecedented increase in various development projects, and in related activities, the workload of general legal services has increased substantially; and

WHEREAS, the Town Council deems it appropriate to increase the amount of the monthly retainer for general legal services:

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

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

Section 2. The Town Council hereby directs that the monthly retainer paid to Greenspoon Marder LLP for general legal services shall be increased to $17,500, effective immediately.

Section 3. All Resolutions in conflict herewith are hereby repealed.

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

PASSED AND ADOPTED this 11th day of June 2025.

Isaac Salver
Mayor

ATTEST:

Evelyn Herbello, MMC. Interim Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 22.

ITEM: Discussion, review and possible action regarding Becker & Poliakoff 2025 Invoices, Agreements, Deliverables, Billable Hours with Scope of Services. Sponsored by Council Member Teri D'Amico.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Becker - BHI Executed 2022 Agreement 2022-03-10
2.	BECKER & POLIAKOFF PA JAN-DEC2025

Becker

CONSULTING AGREEMENT

By this agreement entered this 1st day of March 1st, 2022, between Becker & Poliakoff (hereinafter designated as "Becker") and Bay Harbor Islands, FL, the services of the Consultant are retained by Bay Harbor Islands pursuant to the following terms and conditions:

1. Scope of Engagement

Becker will provide professional consulting services of such general nature as Bay Harbor Islands may prescribe. It is contemplated that these services will include, but not be limited to, the promotion of federal, state and local legislation, appropriations or regulatory changes of interest to Bay Harbor Islands and will include, but not be limited to, increasing the general awareness of Bay Harbor Islands among the federal, state and local government officials and policy makers. Becker will represent the interests of Bay Harbor Islands before the legislative and executive branches of the federal, state and local governments.

2. Terms

This Agreement will have a term commencing March 1st, 2022 and terminating February 28th, 2023. However, the parties may agree to an extension of the contract on a month-to-month basis or on such terms and conditions as are mutually agreeable. Either party may terminate the Agreement for reasonable cause upon not less than thirty (30) days written notice to the other party.

3. Fees

In consideration of the foregoing services, Bay Harbor Islands agrees to pay Becker $50,000 a year ($2,084 per month for federal and $2,083 per month for state and local for a grand total of $4,167 per month). The first installment will be upon billing and subsequent payments at the beginning of each successive month, billings to be provided by Becker.

Any Expenses incurred by Becker in the representation of Bay Harbor Islands will be included in the monthly retainer. These will include local transportation,

messenger, and long-distance services. Travel outside of the Miami-Dade and Washington, D.C. metropolitan area will be reimbursed only if authorized in advance by Bay Harbor Islands.

4. Notices

Any notices under this Agreement are to be delivered in writing to the parties at their respective addresses listed below.

In witness whereof, the parties have executed this Agreement.

Omar Franco, Senior Director
Becker & Poliakoff, P.A.
1275 K Street, N.W., Suite 850
Washington, DC 20005

Signature _____

Date 3/10/22

Maria Lasday, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Signature _____

Date 3/10/2022

Becker

1 East Broward Blvd, Suite 1800
Ft. Lauderdale, FL 33301
(954) 987-7550

Invoice No.: 5194032
Invoice Date: January 2, 2025

Client / Matter: T28531 / 405947

Town of Bay Harbor Islands, Florida
Attn: Jenice Rosado, Town Manager
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Federal Government Relations

CURRENT FEES

Professional Services Rendered for the Month of January 2025	$3,000.00

SUMMARY

Current Fees:	$3,000.00
Amount Due for this Invoice:	**$3,000.00**

Becker

1 East Broward Blvd, Suite 1800
Ft. Lauderdale, FL 33301
(954) 987-7550

Invoice No.: 5199823
Invoice Date: February 3, 2025

Client / Matter: T28531 / 405947

Town of Bay Harbor Islands, Florida
Sandra Siefken, Finance Director
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Federal Government Relations

CURRENT FEES

Professional Services Rendered for the Month of February 2025	$3,000.00

SUMMARY

Current Fees:	$3,000.00
Amount Due for this Invoice:	**$3,000.00**

Becker

1 East Broward Blvd, Suite 1800
Ft. Lauderdale, FL 33301
(954) 987-7550

Invoice No.: 5206212
Invoice Date: March 3, 2025

Client / Matter: T28531 / 405947

Town of Bay Harbor Islands, Florida
Sandra Siefken, Finance Director
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Federal Government Relations

CURRENT FEES

Professional Services Rendered for the Month of March 2025	$3,000.00

SUMMARY

Current Fees:	$3,000.00
Amount Due for this Invoice:	**$3,000.00**

Becker

1 East Broward Blvd, Suite 1800
Ft. Lauderdale, FL 33301
(954) 987-7550

Invoice No.: 5212741
Invoice Date: April 1, 2025

Client / Matter: T28531 / 405947

Town of Bay Harbor Islands, Florida
Sandra Siefken, Finance Director
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Federal Government Relations

CURRENT FEES

Professional Services Rendered for the Month of April 2025	$3,000.00

SUMMARY

Current Fees:	$3,000.00
Amount Due for this Invoice:	**$3,000.00**

Becker

1 East Broward Blvd, Suite 1800
Ft. Lauderdale, FL 33301
(954) 987-7550

Invoice No.: 5222424
Invoice Date: May 1, 2025

Client / Matter: T28531 / 405947

Town of Bay Harbor Islands, Florida
Sandra Siefken, Finance Director
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Federal Government Relations

CURRENT FEES

Professional Services Rendered for the Month of May 2025	$3,000.00

SUMMARY

Current Fees:	$3,000.00
Amount Due for this Invoice:	**$3,000.00**

Becker

1 East Broward Blvd, Suite 1800
Ft. Lauderdale, FL 33301
(954) 987-7550

Invoice No.: 5228654
Invoice Date: June 2, 2025

Client / Matter: T28531 / 405947

Town of Bay Harbor Islands, Florida
Sandra Siefken, Finance Director
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Federal Government Relations

CURRENT FEES

Professional Services Rendered for the Month of June 2025	$3,000.00

SUMMARY

Current Fees:	$3,000.00
Amount Due for this Invoice:	**$3,000.00**

Becker

1 East Broward Blvd, Suite 1800
Ft. Lauderdale, FL 33301
(954) 987-7550

Invoice No.: 5235332
Invoice Date: July 1, 2025

Client / Matter: T28531 / 405947

Town of Bay Harbor Islands, Florida
Sandra Siefken, Finance Director
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Federal Government Relations

CURRENT FEES

Professional Services Rendered for the Month of July 2025	$3,000.00

SUMMARY

Current Fees:	$3,000.00
Amount Due for this Invoice:	**$3,000.00**

For questions contact accounting@beckerlawyers.com

Becker

1 East Broward Blvd, Suite 1800
Ft. Lauderdale, FL 33301
(954) 987-7550

Invoice No.: 5241907
Invoice Date: August 1, 2025

Client / Matter: T28531 / 405947

Town of Bay Harbor Islands, Florida
Sandra Siefken, Finance Director
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Federal Government Relations

CURRENT FEES

Professional Services Rendered for the Month of August 2025	$3,000.00

SUMMARY

Current Fees:	$3,000.00
Amount Due for this Invoice:	**$3,000.00**

Becker

1 East Broward Blvd, Suite 1800
Ft. Lauderdale, FL 33301
(954) 987-7550

INVOICE

Invoice No.: 5248453
Invoice Date: September 2, 2025

Client / Matter: T28531 / 405947

Town of Bay Harbor Islands, Florida
Gerald "Tony" Bryan Finance Director
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Federal Government Relations

CURRENT FEES

Professional Services Rendered for the Month of September 2025	$3,000.00

SUMMARY

Current Fees:	$3,000.00
Amount Due for this Invoice:	**$3,000.00**
Current Amount Due for this Invoice:	**$3,000.00**

Becker

1 East Broward Blvd, Suite 1800
Ft. Lauderdale, FL 33301
(954) 987-7550

INVOICE

Invoice No.: 5255109
Invoice Date: October 1, 2025

Client / Matter: T28531 / 405947

Town of Bay Harbor Islands, Florida
Gerald "Tony" Bryan Finance Director
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Federal Government Relations

CURRENT FEES

Professional Services Rendered for the Month of October 2025	$3,000.00

SUMMARY

Current Fees:	$3,000.00
Amount Due for this Invoice:	**$3,000.00**
Current Amount Due for this Invoice:	**$3,000.00**

401 5415 400031 000

Becker

1 East Broward Blvd, Suite 1800
Ft. Lauderdale, FL 33301
(954) 987-7550

Invoice No.: 5262083
Invoice Date: November 3, 2025

Client / Matter: T28531 / 405947

Town of Bay Harbor Islands, Florida
Gerald "Tony" Bryan Finance Director
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Federal Government Relations

CURRENT FEES

Professional Services Rendered for the Month of November 2025	$3,000.00

SUMMARY

Current Fees:	$3,000.00
Amount Due for this Invoice:	**$3,000.00**

Becker

1 East Broward Blvd, Suite 1800
Ft. Lauderdale, FL 33301
(954) 987-7550

Invoice No.: 5268747
Invoice Date: December 1, 2025

Client / Matter: T28531 / 405947

Town of Bay Harbor Islands, Florida
Gerald "Tony" Bryan Finance Director
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Federal Government Relations

CURRENT FEES

Professional Services Rendered for the Month of December 2025	$3,000.00

SUMMARY

Current Fees:	$3,000.00
Amount Due for this Invoice:	**$3,000.00**

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 23.

ITEM: Discussion, review and possible action regarding Rubin, Turnbull & Associates 2025 Invoices, Agreement, Deliverables, Billable Hours with Scope of Services and to request monthly written reports on bridge funding progress to the Town Manager. Sponsored by Council Member Teri D'Amico.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	RUBIN TURNBILL 2025
2.	Resolution - Rubin Turnbull & Associates - Supplemental Lobbying
3.	RT Federal Contract BHI (1)
4.	RTA Federal Proposal for BHI

Rubin, Turnbull & Associates Inc
401 E. Las Olas Blvd, Suite 130-447
Ft. Lauderdale, FL 33301
morgan@rubinturnbull.com
rubinturnbull.com

INVOICE

BILL TO
The Town of Bay Harbor Island

INVOICE # 034784
DATE 02/15/2025
DUE DATE 03/17/2025
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	140-Consulting	Consulting Fee (140)- Federal	15,000.00

BALANCE DUE **$15,000.00**

401541548W3103

ACH/WIRE INFORMATION:
Receiving Bank: Thomasville National Bank
Thomasville, GA
ABA: 061204858
Beneficiary Name: Rubin Turnbull & Associates Inc
Beneficiary Account to Credit: 900007303

AGENDA ITEM REPORT
February 20, 2025

ITEM NUMBER: 11.

ITEM: Consideration and **approval** of a resolution approving a proposal from Rubin Turnbull and Associates to provide supplemental federal lobbying services to the Town. A copy of the resolution and the proposal, which is attached as Exhibit A, are enclosed. Sponsored by Mayor Joshua D. Fuller

DESCRIPTION:

Rubin Turnbull and Associates is a well-known lobbying and consulting firm, able to provide assistance to the Town to supplement its federal lobbying efforts. At the request of the Town, they have submitted a proposal for supplemental federal lobbying services. The services provided by this company are unique to that entity, based on both experience and personal relationships, such that the Town Council finds it to be in the best interests of the Town to waive any competitive bidding or solicitation for the proposal from RTA, and to accept the proposal. The cost for this service will be $15,000 per month plus agreed upon expenses.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
GL Line Item Number: 401.5415.400031.000
Total Amount Budgeted for Lobbyist: $100,000
Encumbered Amount: $33,000
Balance Remaining: $67,000

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	RT Federal Contract BHI
2.	RTA Federal Proposal for BHI

Rubin, Turnbull & Associates Inc
401 E. Las Olas Blvd, Suite 130-447
Ft. Lauderdale, FL 33301
morgan@rubinturnbull.com
rubinturnbull.com

INVOICE

BILL TO
The Town of Bay Harbor Island

INVOICE # 035048
DATE 04/15/2025
DUE DATE 05/15/2025
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	140-Consulting	Consulting Fee (140)- Federal	15,000.00

BALANCE DUE **$15,000.00**

ACH/WIRE INFORMATION:
Receiving Bank: Thomasville National Bank
Thomasville, GA
ABA: 061204858
Beneficiary Name: Rubin Turnbull & Associates Inc
Beneficiary Account to Credit: 900007303

Rubin, Turnbull & Associates Inc
401 E. Las Olas Blvd, Suite 130-447
Ft. Lauderdale, FL 33301
morgan@rubinturnbull.com
rubinturnbull.com

INVOICE

BILL TO
The Town of Bay Harbor Island

INVOICE # 035263
DATE 05/15/2025
DUE DATE 06/14/2025
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	140-Consulting	Consulting Fee (140)- Federal	15,000.00

BALANCE DUE **$15,000.00**

ACH/WIRE INFORMATION:
Receiving Bank: Thomasville National Bank
Thomasville, GA
ABA: 061204858
Beneficiary Name: Rubin Turnbull & Associates Inc
Beneficiary Account to Credit: 900007303

Rubin, Turnbull & Associates Inc
401 E. Las Olas Blvd, Suite 130-447
Ft. Lauderdale, FL 33301
morgan@rubinturnbull.com
rubinturnbull.com

INVOICE

BILL TO
The Town of Bay Harbor Island

INVOICE # 035720
DATE 07/15/2025
DUE DATE 08/14/2025
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	140-Consulting	Consulting Fee (140)- Federal	15,000.00

BALANCE DUE **$15,000.00**

140 CONSULTING FEE (FEDERAL)
4015415400031000

ACH/WIRE INFORMATION:
Receiving Bank: Thomasville National Bank
Thomasville, GA
ABA: 061204858
Beneficiary Name: Rubin Turnbull & Associates Inc
Beneficiary Account to Credit: 900007303

Rubin, Turnbull & Associates Inc
401 E. Las Olas Blvd, Suite 130-447
Ft. Lauderdale, FL 33301
morgan@rubinturnbull.com
rubinturnbull.com

INVOICE

BILL TO
The Town of Bay Harbor Island

INVOICE # 035920
DATE 08/15/2025
DUE DATE 09/14/2025
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	140-Consulting	Consulting Fee (140)- Federal	15,000.00

BALANCE DUE **$15,000.00**

4015415400031000

ACH/WIRE INFORMATION:
Receiving Bank: Thomasville National Bank
Thomasville, GA
ABA: 061204858
Beneficiary Name: Rubin Turnbull & Associates Inc
Beneficiary Account to Credit: 900007303

Rubin, Turnbull & Associates Inc
401 E. Las Olas Blvd, Suite 130-447
Ft. Lauderdale, FL 33301
morgan@rubinturnbull.com
rubinturnbull.com

Approved
10/16/2025

INVOICE

BILL TO
The Town of Bay Harbor Island

INVOICE # 036356
DATE 10/15/2025
DUE DATE 11/14/2025
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	140-Consulting	Consulting Fee (140)- Federal	15,000.00

BALANCE DUE **$15,000.00**

ACH/WIRE INFORMATION:
Receiving Bank: Thomasville National Bank
Thomasville, GA
ABA: 061204858
Beneficiary Name: Rubin Turnbull & Associates Inc
Beneficiary Account to Credit: 900007303

BSH
Approved 11/13/2025

Rubin, Turnbull & Associates Inc
401 E. Las Olas Blvd, Suite 130-447
Ft. Lauderdale, FL 33301
morgan@rubinturnbull.com
rubinturnbull.com

INVOICE

BILL TO
The Town of Bay Harbor Island

INVOICE # 036541
DATE 11/15/2025
DUE DATE 12/15/2025
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	140-Consulting	Consulting Fee (140)- Federal	15,000.00

BALANCE DUE **$15,000.00**

ACH/WIRE INFORMATION:
Receiving Bank: Thomasville National Bank
Thomasville, GA
ABA: 061204858
Beneficiary Name: Rubin Turnbull & Associates Inc
Beneficiary Account to Credit: 900007303

Rubin, Turnbull & Associates Inc
401 E. Las Olas Blvd, Suite 130-447
Ft. Lauderdale, FL 33301
morgan@rubinturnbull.com
rubinturnbull.com

BS Jy
Approved
11/26/2025

INVOICE

BILL TO
The Town of Bay Harbor Island

INVOICE # 036770
DATE 12/01/2025
DUE DATE 12/31/2025
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	140-Consulting	Consulting Fee (140)- Federal	15,000.00

BALANCE DUE **$15,000.00**

ACH/WIRE INFORMATION:
Receiving Bank: Thomasville National Bank
Thomasville, GA
ABA: 061204858
Beneficiary Name: Rubin Turnbull & Associates Inc
Beneficiary Account to Credit: 900007303

RESOLUTION NO. 2470

A RESOLUTIONOF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE WAIVER OF COMPETITIVE BIDDING PURSUANT TO SECTION 2-1.2(A)(8) OF THE TOWN CODE; ACCEPTING AND APPROVING THE PROPOSAL FROM RUBIN, TURNBULL AND ASSOCIATES FOR SUPPLEMENTAL FEDERAL LOBBYING SERVICES; PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands regularly employs lobbyists to provide assistance in securing resources for vital Town projects; and

WHEREAS, Rubin Turnbull and Associates (RTA) is a well-known lobbying and consulting firm, able to provide assistance to the Town to supplement its federal lobbying efforts; and

WHEREAS, RTA, at the request of the Town, has submitted a proposal to the Town for supplemental federal lobbying services, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the services provided by RTA are unique to that entity, based on both experience and personal relationships, such that the Town Council finds it to be in the best interests of the Town to waive any competitive bidding or solicitation for the proposal from RTA, and to accept the proposal.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands, Florida, as follows:

Section 1. The above recitals are confirmed, adopted, and incorporated herein and made part of this reference.

Section 2. The Town Council of the Town of Bay Harbor Islands, Florida hereby approves the waiver of competitive bidding, as set forth above, pursuant to Section 2-1.2(a)(8) of the Town Code and accepts and approves the proposal from Rubin, Turnbull and Associates for supplemental federal lobbying services, as set forth in the attached Exhibit "A", at a cost of $15,000 per month plus agreed upon expenses.

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

PASSED and **ADOPTED** this 20th day of February 2025**.**

JOSHUA D. FULLER
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
TOWN CLERK

APPROVED AS TO
FORM AND LEGAL
SUFFICIENCY:

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

RUBIN • TURNBULL & ASSOCIATES

Contract For Services

AGREEMENT

THIS AGREEMENT is dated as of February 1, 2025 by and between The Town of Bay Harbor Islands (Client), and Rubin, Turnbull, & Associates ("Rubin Turnbull" or the "Firm")) a Florida company with an address at 401 East Las Olas Blvd, Suite 130-447 Fort Lauderdale, Florida 33301

WITNESSETH:

For and in consideration of the terms and conditions set forth below, the parties hereto agree as follows:

1. **Services**: Client hereby retains and engages the Firm to render to Client advice, representation and assistance from time to time as requested by Client during the term of this Agreement to include, but not limited to, the following:

Provide assistance and/or direction to Client on matters of policy and funding to replace the Broad Causeway Bridge before the White House and Executive agencies of the U.S. Government, the U.S. House of Represenatives, and the U.S. Senate;

Draft and produce other necessary materials as appropriate for specified and relative presentations;

The Firm hereby accepts such engagement and agrees to render such services upon the terms and conditions hereinafter set forth.

2. **Term**: The term of this Agreement shall commence on **February 15, 2025** and end on February 15, 2026. Following this expiration date, the Agreement shall continue on a month-to-month basis until terminated pursuant to the terms hereof.

3. **Compensation**:

a. As compensation for the performance by the Firm of its obligations under this Agreement, Client agrees to pay the Firm $15,000 each month during the term of the contract for its services as outlined above. Payment shall be made on the first day of each month, by Client to the Firm.

b. Expenses as actually incurred by the Firm and in performance of services under this agreement and directly attributable thereto shall be billed to Client by the Firm as

incurred and shall be paid by the Client, provided that any expense shall be pre-aproved by Client.

c. Non-payment. Client acknowledges that any failure to make timely payments of any fees and expenses set forth in this Agreement constitutes a material breach hereof. Should the Client allow its account to fall more than sixty (60) days in arrears, the Firm retains the option of suspending its services called for in this Agreement until payment arrangements are made to the satisfaction of the Firm. For fees and expenses not paid when due, the Firm reserves the right to charge a late payment fee of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until the overdue amounts are paid.

4. **Compliance with the Law**: Each party will comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority.

5. **No Agency**: It is understood that the Firm is to act as a consultant and advisor to Client and is not an agent of or co-venturer with Client in any respect. The Firm will have no right, authority or power to act for or on Client's behalf.

6. **Publicity**: Neither the Firm nor Client shall participate in or allow any media releases of any kind, including but not limited to interviews with representatives of any publication, television station or network, or radio station or radio network, to publicize the Firm's relationship with Client without prior approval of both the Firm and Client.

7. **Modification**: No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and signed by each of the parties hereto.

8. **Limitation of Liability; Indemnification**:

a. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF IT HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE EVENT OF THE FIRM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL THE FIRM BE LIABLE TO CLIENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, IN AN AMOUNT IN EXCESS OF THE FEE PAID TO THE FIRM DURING THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY.

b. The Client will indemnify and hold harmless the Firm and its owners, officers, and employees, (each, a "the Firm Indemnified Party") against any damage, cost, loss or

expenditure (including but not limited to attorney's fees and costs, costs related to responding to discovery or subpoenas, and costs related to responding to governmental investigations) the the Firm Indemnified Party actually incurs as a result of or arising out from a) any materials or information provided to the Firm by or on behalf of Client; b) any negligence or willful misconduct by Client; c) any non-negligent act or omission of the Firm undertaken at the instruction of, or with the approval of, the Client; or d) Client's violation of applicable law.

9. **Additional Representations and Warranties**:

a. Client represents that no fees, expenses, or other amounts paid to the Firm in connection with this Agreement shall be paid from any Federal appropriated funds.
b. Client recognizes that the Firm may periodically be required to file government disclosure forms which may require Client's signature, input, or approval. Client agrees to cooperate in the Firm's efforts to file these disclosures, including, but not limited to, providing timely signatures on disclosure forms provided by the Firm and by truthfully and timely providing all information requested by the Firm for the completion and filing of such disclosures. To the extent that any entity other than the Client (including but not limited to real parties in interest or members of any association or coalition) contributes in excess of $5,000 per quarter toward the Firm's lobbying activities, and actively participates in the planning, supervision, or control of the Firm's lobbying activities, the Client agrees to provide full information about any such entity at the outset of this Agreement, and agrees to provide any changes or updates to such information within seven (7) days of such changes having occurred.
c. In connection with the services performed for Client, the Firm will not take any action that might be in violation of the provisions of anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices Act and all applicable federal, state and local anti-corruption/bribery laws, and will not offer, pay, promise to pay or authorize the payment of any money or anything of value to any government official or employee or any political party, party official or candidate for political office for the purpose of inducing or rewarding any favorable action in any commercial transaction or in any governmental matter.
d. The Client agrees that pursuant to the Lobbying Disclosure Act, it shall, if applicable, provide the name, address, principal place of business, amount of any contribution greater than $5,000 to the activities undertaken by the Firm hereunder, and approximate percentage of ownership in the Client of any foreign entity that: holds at least 20% equitable ownership in the Client; or directly or indirectly, in whole or major part, plans, supervises, controls, directs, finances, or subsidizes the activities of the Client. Such information shall be provided to the Firm at the outset of this Agreement and the Client shall provide updated information within seven (7) days of any changes

to the previously-provided information.

e. The Client represents and warrants that all Services provided by the Firm hereunder will directly further the bona fide commercial, industrial, or financial operations of the Client, and that no such Services are or will be undertaken to benefit or promote the public or political interests of any "government of a foreign country" or "foreign political party," as defined at 22 U.S.C. Section 611.
f. The Client represents and warrants that it is not conveying and will not convey, directly or indirectly, any request, direction, or instruction to the Firm from any "government of a foreign country" or "foreign political party," as defined at 22 U.S.C. Section 611.

10. **Entire Agreement:** This instrument constitutes the entire Agreement of the parties with respect to the subject matter written contained herein.

11. **Choice of Law; Venue:** This agreement shall be governed by and construed in accordance with the laws of the District of Columbia. Both parties consent to the venue and jurisdiction of an appropriate court located in Washington, D.C. for the resolution of any disputes related to or arising out of this Agreement. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES THE RIGHT TO TRIAL BY JURY FOR ANY DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

12. **Severability; Blue Pencil**: If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable under applicable laws or regulation of any jurisdiction, the validity, legality and enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby. Should any provision in this Agreement be deemed overbroad, a court shall be authorized to modify that provision to the extent minimally necessary to render it legally permissible, while giving affect to the intent of the Parties.

13. **Survival**: The following sections of this Agreement (including all respective subparts) shall continue in full force and effect notwithstanding any termination or expiration hereof: Sections 7, 8, 9, 10, 11, 12.

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

CLIENT

By: _____

Name: _____

Title: _____

RUBIN • TURNBULL
& ASSOCIATES

Date: _____

Rubin, Turnbull, & Associates

By: _____

Name: _____

Title: _____

Date: _____

RUBIN • TURNBULL
& ASSOCIATES

To: **Hon. Josh Fuller, Mayor, Town of Bay Harbor Islands**

From: **Rubin, Turnbull & Associates**

Date: **February 1, 2025**

RE: **Proposal for Federal Lobbying**

Thank you for the opportunity to provide the following proposal for your consideration. As we discussed, we are honored to be considered to assist the Town of Bay Harbor Islands in its pursuit of federal grant funding to replace the Broad Causeway Bridge. We look forward to the opportunity to discuss this proposal in detail and answer any questions.

Rubin, Turnbull & Associates

Firm Background

Rubin, Turnbull and Associates, was founded by William D. Rubin in 1992 and is a leading government relations firm with offices in Washington, D.C., Tallahassee, Tampa, Panama City, Miami-Dade, Fort Lauderdale and Palm Beach. Rubin, Turnbull and Associates became the first Tallahassee lobbying firm to have a female namesake when Heather Turnbull was elevated to managing partner in 2019.

We specialize in providing advocacy, insight and direction that helps businesses successfully navigate through all levels of the often-arduous government process. Serving as a liaison between those we represent and the government, we provide our clients with the access, intel and guidance needed to meet and often exceed their goals and objectives.

Our team takes great pride in the reputation we have built tirelessly advocating on behalf of all our clients in the highest ethical and professional manner. With our winning combination of public policy and advocacy know-how, decades of experience and critical relationships at every level of the political process, we achieve success for those we represent time and time again.

Our Approach

We wanted to take a moment to highlight what sets our firm apart in our industry. A key distinction at Rubin, Turnbull & Associates is our commitment to leveraging the collective expertise of our entire team, rather than relying solely on individual members. This diversity of perspectives allows us to provide comprehensive and well-rounded solutions tailored to our clients' needs.

By harnessing each member's strengths, we bring a wealth of knowledge and fresh insights to every project and put our clients in the best position to win. Our collaborative method fosters innovative strategies that effectively address your specific requirements, enhances efficiency, and ensures timely results.

We also prioritize open communication and client collaboration, actively involving you throughout the process to ensure your vision is understood and integrated into our work.

At our firm, you can expect a collaborative partnership that utilizes our team's collective talents to achieve your goals. As we continue our relationship, we look forward to expanding what our entire team can do to help BHI. For more information on our team, please visit: www.rubinturnbull.com/team.

Federal Lobbying and Consulting

As we discussed previously, we would propose a federal engagement that would complement your existing lobbying efforts in Washington, D.C. We are very experienced working on teams with other firms and consultants and are confident we will be very valuable to BHI's federal efforts at the highest levels of the Trump Administration. Jodi Davidson and Bill Rubin would jointly serve as lead for our firm on this engagement, working closely with our new Vice President of Federal Affairs, Caroline Wiles. Our team would be responsible for the following:

- Representing BHI before the senior staff of the White House and the leadership of the agencies and offices of the federal Executive Branches.
- Coordinating with BHI leadership to identify policy and messaging priorities and targets for relationship building in the Trump Administration; laying out and implementing strategies for outreach and advocacy to accomplish goals.
- Arranging and attending any introductions and meetings between federal appointees or offices and BHI leadership; coordinating follow up information hand-off to other team members.

- Monitoring other federal-level initiatives, including administration policy priorities, regulations and agency rulemaking that may affect BHI in its pursuit of federal funds to replace the Broad Causeway Bridge; facilitating meetings and opportunities to offer input to ensure that decision makers have a clear understanding of BHI's needs and the regional importance of the bridge.
- Facilitating opportunities for other regional stakeholders to weigh in on the importance of the bridge to local residents, the regional economy and safety of residents using the bridge and in the local area.

Proposed Fees & Expenses

For the services outlined above, we would propose the following monthly fees:

- Federal Lobbying and Consulting Services - $15,000/month plus agreed upon expenses.

We would propose a contract term of 12 months. Upon expiration of the term, the Town of Bay Harbor Islands could choose to continue the agreement month-to-month or renew for a new term.

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 24.

ITEM: Discussion and possible action regarding the agreement with South Beach Construction (SBC). Sponsored by Council Member Teri D'Amico.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Resolution No. 2520 - Short Term Lease Agreement-SBC 40 ICR LLC
2.	Short-Term Lease Agreement for Construction Staging Area) - Town of BHI (Neisen's Version - 9-29-25)(62314974.6)

RESOLUTION NO. 2520

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE SHORT TERM LEASE AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND 40 ICIR, LLC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 40 ICIR, LLC ("Tenant") is the owner of certain real property located at 40 Indian Creek Island Road, Indian Creek, Florida 33154, and desires to lease certain vacant land owned by the Town of Bay Harbor Islands ("Town") for the purpose of storing construction material while Tenant's nearby property is being developed; and

WHEREAS, the Town has agreed to allow Tenant to use such vacant land for such purpose in exchange for the payment of rent; and

WHEREAS, the Town desires to enter into an agreement with Tenant to lease to Tenant the premises described in said agreement for such purpose for a term of twenty four (24) months, with two options to renew, each for an additional twelve (12) months, for compensation to the Town from Tenant of $35,000 per month; and

WHEREAS, the Town Council hereby finds the Short-Term Lease Agreement between the Town and Tenant, 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 Short-Term Lease Agreement between the Town and Tenant for the lease by the Tenant of the premises described in the Short-Term Lease Agreement, in substantially the form attached hereto as Exhibit A, is hereby authorized and approved.

Section 3. On the advice of the Town Attorney, the Town is authorized to enter into a memorandum of agreement with the Tenant, in recordable form, for the purpose of providing record notice that the Town and Tenant have entered into the Short-Term Lease Agreement pursuant to Section 695.01, Florida Statutes.

Section 4. 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 5. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 6. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 14th day of October, 2025.

Motion By: Vice Mayor Bruder
Second By: Council Member Diallo

FINAL VOTE:

Mayor Isaac Salver	Absent
Vice Mayor Stephanie Bruder	Yes
Council Member Joshua D. Fuller	Yes
Council Member Molly Diallo	Yes
Council Member Teri D'Amico	No
Council Member Eric Rappaport	Absent
Council Member Robert H. Yaffe	Yes

ISAAC SALVER
MAYOR

ATTEST:

EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER LLP. TOWN ATTORNEYS
BY: MORRIS G. (SKIP) MILLER.

SHORT-TERM LEASE AGREEMENT

THIS SHORT-TERM LEASE AGREEMENT (this "**Lease**") is made and entered into on _____, 2025 (the "**Effective Date**"), by and between the Town of Bay Harbor Islands, Florida ("**Landlord**"), and 40 ICIR, LLC, a Florida limited liability company ("**Tenant**").

W I T N E S S E T H:

WHEREAS, Tenant is the owner of that certain property located at 40 Indian Creek Island Road, Indian Creek, FL 33154 ("Tenant's Property") and desires to lease certain vacant land owned by Landlord for the purposes of acting as a construction staging area and storing construction material while Tenant's Property is being developed;

WHEREAS, Landlord has agreed to allow Tenant to use certain vacant land owned by Landlord in exchange for payment of rent;

WHEREAS, Landlord desires to lease unto Tenant, and Tenant desires to lease from Landlord, that certain parcel of property consisting of approximately _____ square feet as depicted on **Exhibit "A"** attached hereto (the "**Premises**").

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, Landlord does hereby lease unto Tenant and Tenant does hereby lease from Landlord the Premises, under, pursuant, and subject to the following terms and conditions:

1. Demise. Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises and all appurtenances related thereto, for the rents, covenants and conditions hereinafter provided.

2. Term and Possession. The term of this Lease (the "**Term**") shall commence on the Effective Date and expire on the date that is twenty-four (24) months after the Effective Date, subject to early termination or renewal pursuant to the terms of this Lease (the "**Expiration Date**"). Subject to the terms of this Lease, Tenant accepts the Premises in its "as is" condition on the Effective Date. The term "**Term**" shall mean the initial Term that commenced on the Effective Date and the properly exercised Renewal Term(s).

3. Rent and Taxes; Security Deposit.

(a) Rent and Taxes. Subject to the below provisions, Tenant shall pay as Rent ("**Rent**") the monthly amount of $35,000.00 (plus applicable sales tax, if any) on the first business day of each calendar month during the Term. If the Effective Date is on a date that is not the first day of the calendar month, Tenant shall pay a prorated amount of Rent for the first calendar month of the Term within five (5) business days after the Effective Date. Landlord shall be responsible for the payment of all real and personal property taxes, assessments (whether they be general or special), sewer rents, rates and charges, transit taxes, and any other federal, state or local government charge, general, special, ordinary or extraordinary (but not including income taxes), which may now or hereafter be levied or assessed against the Premises, other than those caused by or resulting from Tenant's use of the Premises. For clarity, Tenant shall not be responsible for any payment or monetary obligations whatsoever under this Lease other than Tenant's obligations, specifically set forth in this Lease, subject to the above.

(b) Security Deposit. Tenant, concurrently with the execution of this Lease has deposited with Landlord the sum of $70,000 ("Security Deposit"). This sum shall be retained by Landlord as security for the payment by Tenant of the Rent and other sums payable by Tenant under this Lease ("Additional Rent") and for the faithful performance by Tenant of all the other terms and conditions of this Lease. Landlord, at Landlord's option, may at any time apply the Security Deposit or any part thereof toward the payment of the Rent and/or Additional Rent and/or toward the performance of Tenant's obligations under this Lease. The Security Deposit is not liquidated damages. Landlord shall return the unused portion of the Security Deposit to Tenant within 30 days after the expiration of the Term if Tenant is not in breach of this Lease. If the Security Deposit is insufficient to cover Landlord's actual damages, Tenant shall pay on demand to Landlord an amount sufficient to fully compensate Landlord for Tenant's breach. Landlord may (but is not obligated to) exhaust any or all rights and remedies against Tenant before or after resorting to the Security Deposit. If Landlord makes any application of the Security Deposit, Tenant will replenish the amount so applied within ten (10) days after demand from Landlord. Failure to replenish the Security Deposit shall be deemed a default under the Lease. Landlord shall not be required to pay Tenant any interest on the Security Deposit nor hold same in a separate account.

4. Renewals. Provided that this Lease is in full force and effect, and Tenant is not in default hereunder, beyond applicable notice, grace, and cure periods, Tenant shall have the right and option to renew this Lease for two (2) additional periods of twelve (12) months each (each, a "**Renewal Term**"), next immediately ensuing after the expiration of the initial Term and any subsequent Renewal Term by notifying Landlord in writing not less than one (1) month before the expiration of the immediately preceding initial Term or subsequent Renewal Term, time being of the essence, of Tenant's intention to exercise its option to renew. In the event that Tenant elects to extend this Lease, then, for such extended period of the Term, all of the terms, covenants and conditions of this Lease shall continue to be, and shall be, in full force and effect. The Rent for any Renewal Term shall be $70,000 per month..

5. Use of Premises; Alterations. Tenant may exclusively use the Premises during the Term for construction storage and staging, including but not limited to the storage of construction materials and debris (the "**Permitted Use**"), in compliance with all applicable ordinances, rules, regulations, codes, laws, statutes and requirements of all federal, state, county, and municipal governmental bodies or their subdivisions ("**Laws**"). More particularly, Tenant shall be permitted only to (i) transport debris from the demolition of the existing structure on Tenant's Property ("Demolition Debris") by barge to the Premises, (ii) remove Demolition Debris from the Premises by truck, (iii) transport materials to the Premises that are to be included in the new house being constructed on Tenant's Property, (iv) transport to the Premises the equipment necessary to construct said house, and (v) transfer the materials described in (iii) and (iv) above from the Premises to Tenant's Property by barge. The transport to the Premises of asbestos or the storage of asbestos on the Premises shall not be allowed. Demolition Debris shall be removed from the Premises at least once a day, Monday through Friday, holidays excluded. Except as permitted in this Lease, Tenant shall not make any alterations to the Premises without Landlord's prior written consent, at Landlord's sole discretion. Tenant shall provide Landlord with a written plan addressing Tenant's obligations hereunder, setting forth in detail its proposed use of the Premises, including the following:

(a) how Tenant proposes to protect the seawall protecting the Premises and the surrounding wetlands;

(b) a schedule of each piece of equipment that will be on the Premises, by name and size, including vehicles;

(c) the location and material of any fencing;

(d) the location and detail of anything to be built on the Premises (note: all buildings and other structures must be removed from the Premises at the end of the Term

(e) a plan for the emergency evacuation of the Premises in the event of a bridge emergency or replacement work;

(f) whether any Equipment (as defined herein) will be on the Premises only for the purposes of temporary storage or disposal, and if not, the use of such Equipment on the Premises;

(g) if any Equipment is to be stored on the Premises, where it will be stored, and whether it will be left overnight;

(h) an entry/exit plan, including (i) the direction vehicles (including barges) will travel after leaving the Premises and (ii) how the Tenant will provide traffic control when entering and exiting the Premises (note: the Town will not provide police officers or any other personnel for such purpose);

(i) how the Tenant will address the aesthetics of the view of the Premises form nearby properties; and

(j) how Tenant will provide security to the Premises.

Such written plan shall be subject to the approval of the Landlord in Landlord's sole discretion. Compliance with such written plan shall not be raised by Tenant as an affirmative defense in any legal dispute relating to this Lease.

Landlord makes no warranty or representation that the Premises are suitable for the purposes intended by Tenant, and use of the Premises is at Tenant's sole risk.. Tenant shall be responsible for obtaining all permits required by the Landlord and all other governmental authorities for its use of the Premises, and paying all fees required in connection therewith. If Tenant does not obtain Landlord's approval for the matters set forth above and/or cannot obtain required licenses for use and occupancy of the Premises, then, and in that event, Tenant may terminate this Lease.

6. Condemnation. In the event the Premises or any portion of the Premises shall be taken by any lawful authority through condemnation or under the power of eminent domain during the Term, then Tenant may elect to terminate this Lease by giving written notice to Landlord within thirty (30) days of the date of such taking.

7. Right of Entry by Landlord. Subject to Landlord's obligations under this Lease, Landlord shall have the right to enter the Premises during all reasonable hours and upon at least twenty-four (24) hours' prior verbal notice (except in cases of emergency, in which event no prior notice shall be required) to perform its obligations under this Lease or examine the Premises.

8. Indemnity. Tenant agrees to indemnify Landlord and save Landlord harmless from any and all liability, claims and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the Premises caused or brought about by the negligence or willful misconduct of Tenant or its agents, servants or employees. Notwithstanding anything in this Lease to the contrary, Tenant is not required to defend, indemnify or hold harmless Landlord for liability, claims or loss to the extent

that Landlord suffers the same because of its own gross negligence or willful misconduct. Tenant shall be responsible for all expense, loss, and liability, and shall indemnify Landlord and hold Landlord harmless from and against any and all expense, loss, and liability suffered by Landlord by reason of the storage, generation, release, handling, treatment, transportation, disposal, or arrangement for transportation or disposal, of any hazardous materials by Tenant, its affiliates, employees, agents, invitees or contractors.

9. Default. In the event that (i) Tenant defaults in the payment of Rent and such Rent remains due and unpaid for ten (10) days after the same is due; (ii) Tenant defaults in the performance of any other provisions of this Lease and such default is not cured within ten (10) days following written notice from Landlord specifying such default (unless such default is not reasonably capable of being cured within such ten (10) day period and Tenant is diligently prosecuting such cure to completion); (iii) a petition in bankruptcy is filed by or against Tenant (provided Tenant shall have ninety (90) calendar days to stay any involuntary proceeding); (iv) Tenant makes an assignment for the benefit of its creditors, or a receiver is appointed for Tenant and such receiver is not dismissed within sixty (60) days of its appointment, or (v) Tenant separately defaults on three (3) separate occasions in the performance of Tenant's obligations under this Lease following written notice from Landlord specifying such default, regardless of whether the default is cured within the cure periods provided for herein, then, Landlord may terminate this Lease without further notice to Tenant and upon such termination Tenant shall quit and surrender the Premises to Landlord. In the event that Landlord terminates the Lease pursuant to this Section 9, Tenant shall be liable for any Rent due or payable for the remainder of the Term, and Tenant shall continue to have such other obligations the same as if the Lease remains in effect, as described in this Lease. In the event of a default by Landlord, Tenant shall have the remedies available at law and in equity including the right to terminate this Lease or abate or withhold Rent, except for the Tenant's obligation to indemnify the Landlord pursuant to paragraph 8 hereof.

If any payment of Rent is unpaid for five (5) days after the same is due, Tenant shall pay Landlord a late payment fee of $1,750, to compensate Landlord for administrative expenses and other costs of delinquent payments..

10. Insurance. Tenant shall maintain in full force and effect during the Term commercial general liability insurance, with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 general aggregate for injuries, losses, claims, or damages to persons or property and contractual tort liability occurring in or on the Premises. Landlord shall be named as an additional insured under Tenant's commercial general liability insurance policy. Tenant shall provide a certificate(s) of insurance to Landlord providing satisfactory evidence that the Tenant has complied with all insurance requirements, including Landlord's status as an additional insured under Tenant's commercial general liability insurance policy. Tenant shall endeavor to provide thirty (30) days prior written notice to Landlord in the event of cancellation of such insurance.

11. Covenants.. Throughout the Term, Tenant shall maintain the Premises in as good condition as it was on the Effective Date, and Tenant shall:

a) Use commercially reasonably care and diligence to not damage the seawall adjacent to the Premises while engaging in its Permitted Use.

b) Maintain the Premises in a neat and orderly fashion, and not allow the accumulation of debris.

c) Provide at all times, at the sole cost and expense of Tenant, at least two

(2) security guards to protect the Premises, the Equipment and the barge or other vehicles being used to transport materials to and from the Premises, and to control traffic when vehicles are entering or exiting the Premises, without assistance from on duty Town of Bay Harbor Islands police officers or other Town employees.

d) Limit the number of barge dockings to 15 per week, ~~to ___ hours a day~~, with no docking being allowed between the hours of 5:00 pm and 9:00 am and on Saturday and Sunday.

e) Use "best practices" to protect the seawall and surrounding wetlands.

f) Not allow the discharge of any prohibited solid, liquid or gaseous materials onto the Premises or the surrounding waters.

12. Brokers. Landlord and Tenant each represent and warrant to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease. The party who breaches this warranty shall defend, hold harmless, and indemnify the other party from any loss, damage or expense, including, but not limited to, reasonable attorney's fees, arising from the breach.

13. Authority. Landlord represents that Landlord and those signatories executing this Lease on behalf of Landlord have full power and authority to execute this Lease and bind Landlord. Tenant represents that Tenant and those signatories executing this Lease on behalf of Tenant have full power and authority to execute this Lease and bind Tenant.

14. Quiet Enjoyment. Tenant shall, upon payment of the Rent subject to applicable notice and cure periods, quietly have and enjoy exclusive possession of the Premises during the Term, free from interference from Landlord or anyone acting under or through Landlord, subject to the terms and conditions of this Lease.

15. Notices. All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be either (i) delivered, by hand, (ii) sent by overnight courier such as FedEx, or (iii) sent by electronic mail to the email addresses below, with such notice by electronic mail effective only if such electronic mail is acknowledged or confirmation of delivery is received.

If to Landlord:
Town of Bay Harbor Islands, Florida
1030 95th Street
Bay Harbor Islands, FL 33154
Attn: Lindsley Noel, Town Manager
Phone: 305-866-6241
Email: lnoel@bayharborislands-fl.gov

If to Tenant:
40 ICIR, LLC
c/o SBC-USA, LLC
Attn: Jeri Goodkin Dausey
1111 Kane Concourse, Suite 509
Bay Harbor Islands, Florida 33154
Phone: 305-957-0088
Email: Jeri@SBCFL.com

16. Surrender of Premises. At the expiration of the Term, whether by expiration of time or otherwise, Tenant shall surrender the Premises to Landlord in as good condition as it was on the Effective Date, subject to any improvements made to the Premises as approved by Landlord. At the expiration of the Term, Tenant shall remove from the Premises any and all of Tenant's materials, equipment, and personal property (collectively, the "**Equipment**") located on the Premises. Any Equipment which Tenant does not remove at or prior to the expiration of the Term shall be removed by Landlord at the expense of the Tenant or, alternatively, Landlord may seek appropriate legal action to compel Tenant to remove the Equipment.

In addition to the foregoing, Landlord shall have the right to engage an independent third party within thirty (30) days from the expiration of the Term (whether by expiration of time or otherwise) to inspect the Premises for the purpose of determining whether Tenant has caused any damage to the Premises, including but not limited to the seawall. Tenant shall reimburse Landlord for the cost of said inspection, as well as the cost of any remedial work recommended by said inspector. The Landlord shall also have the have the right at the commencement of the Term to engage an independent third party to inspect the Premises, including but not limited to the seawall, for the purpose of determining the current condition of the Premises. Tenant shall reimburse Landlord for the cost of said inspections, as well as the cost of any remedial work recommended by said inspector at the expiration of the Term.

17. Holding Over. If Tenant remains in possession of the Premises after the expiration of the Term without the consent of Landlord, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created a tenancy from month-to-month, terminable on thirty (30) days' prior notice by either party. The holdover Rent during such occupancy will be at 200% of the Rent in effect during the last month of the immediately preceding Term with all other terms of this Lease being unaffected.

18. Early Termination. If at any time during the Term Tenant no longer desires to lease the Premises, Tenant may terminate this Lease prior to the expiration of the Term by providing written notice to Landlord ("**Early Termination Notice**"). The Early Termination Notice shall state the effective date of termination ("**Early Termination Date**"), which must be at least sixty (60) days after the date the notice is delivered to Landlord. Tenant shall continue to pay Rent under this Lease through and including the Early Termination Date and shall surrender possession of the Premises to Landlord on the Early Termination Date in the condition required under this Lease. All other obligations of Tenant survive termination of the Lease under this section. Provided, that in the event Landlord terminates this Lease because of Tenant's default under Section 9 hereof, Tenant's obligation to continue to pay Rent shall be as provided in said Section 9.

Notwithstanding anything to the contrary herein, if at any time during the Term, as extended, the Landlord determines, in its sole discretion, that it needs the Premises for Town purposes, Landlord may terminate this Lease prior to the expiration of the Term by providing Early Termination Notice to Tenant. The Early Termination Notice shall state the Early Termination Date, which must be at least sixty (60) days after the date the notice is delivered to Tenant. Tenant shall continue to pay Rent under this Lease through and including the Early Termination Date and shall surrender possession of the Premises to Landlord on the Early Termination Date in the condition required under this Lease. All other obligations of Tenant survive termination of the Lease under this section.

In the event (a) the Governor of the State of Florida, the Mayor of Miami-Dade County or the Mayor of the Town of Bay Harbor Islands, declares a state of emergency covering the Town of Bay Harbor Islands, or (b) the Landlord determines, in its sole discretion, that it requires use of

the Premises for emergency repairs to the causeway, the Landlord may terminate this Lease or temporarily suspend the Tenant's right to use the Premises, by providing such notice as is appropriate under the circumstances. In the case of (b) above, the Landlord may require the Tenant to remove all Equipment and other materials on the Premises. If the Lease is terminated by Landlord pursuant to this paragraph, the Landlord shall have the same rights hereunder as if Landlord had given an Early Termination to Tenant. All other obligations of Tenant survive termination of the Lease under this section.

19. Miscellaneous. All covenants, agreements, and provisions set forth herein shall bind and inure to the benefit of, as the case may require, the successors and assigns of Landlord and Tenant respectively. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by Law. The Laws of the State of Florida shall govern the validity, performance and enforcement of this Lease, without regard to Florida's conflict-of-law principles. Any stipulations, representations, promises or agreements, oral or written, made prior to or contemporaneously with this agreement shall have no legal consequences and the only agreement made and binding upon the parties with respect to the leasing of the Premises is this Lease, as the complete and total integration of the intent and understanding of Landlord and Tenant. No amendment or modification of this Lease shall be valid or binding unless reduced to writing and executed by the parties hereto. This Lease may be executed electronically or otherwise in any number of counterparts via electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

20. Opinion of Counsel. Prior to the commencement of this Lease, Tenant shall provide Landlord with an opinion of Akerman LLP, to the effect that the use of the Premises contemplated by Tenant herein does not violate any federal, state, county or municipal law, regulation or ordinance, and does not require authorization or approval by any governmental body other than the Landlord.

21. Incorporation of Recitals and Exhibit(s). This Lease is subject to the provisions of the recitals set forth above and the attached exhibit(s), which recitals and exhibits are hereby made a part of this Lease.

22. Assignment and Sublease. Tenant shall not assign this Lease, nor sublease the Premises or any portion thereof, without Landlord's prior written consent, which consent shall be at Landlord's sole discretion.

23. Liability. Except as otherwise expressly provided in this Lease or arising from the gross negligence or willful misconduct of Landlord or its agents, servants or employees, neither Landlord, nor any agent or employee of Landlord, shall be liable for (a) loss of or damage to any property of Tenant, or of any other person, entrusted to any of Landlord's agents or employees, (b) loss of or damage to any property of Tenant or of any other person by theft or otherwise, (c) any injury or damage to any person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, dust, water or snow, or leaks from pipes, street or subsurface or any other place or by dampness, or from any other cause whatsoever, (d) any such damage caused by construction of any private (other than Landlord's), public or quasi-public work, or (e) injury or damage caused by or resulting from actions by Tenant and/or its agents, including, but not limited to, traffic incidents.

24. Jurisdiction. 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.

25. Waiver of Trial By Jury. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE 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.

26. Memorandum of Lease. A memorandum of lease in proper form for recording purposes shall be executed upon request by either party. This Lease shall not be recorded.

[Signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the dates set forth below effective as of the Effective Date.

LANDLORD:

TOWN OF BAY HARBOR ISLANDS, FL

Attest:

_____

_____, *Town Clerk*

Date: _____

Approved as to form and legal sufficiency:
GREENSPOON MARDER LLP

_____
Town Attorney

Date:

_____

TENANT:

40 ICIR, LLC, a Florida limited liability company

By: _____

Name: _____
Title: _____

Date:_____

EXHIBIT A

Depiction of Premises

(Legal Description to be Provided)

SHORT-TERM LEASE AGREEMENT

THIS SHORT-TERM LEASE AGREEMENT (this "**Lease**") is made and entered into on _____, 2025 (the "**Effective Date**"), by and between the Town of Bay Harbor Islands, Florida ("**Landlord**"), and 40 ICIR, LLC, a Florida limited liability company ("**Tenant**").

W I T N E S S E T H:

WHEREAS, Tenant is the owner of that certain property located at 40 Indian Creek Island Road, Indian Creek, FL 33154 ("Tenant's Property") and desires to lease certain vacant land owned by Landlord for the purposes of acting as a construction staging area and storing construction material while Tenant's Property is being developed;

WHEREAS, Landlord has agreed to allow Tenant to use certain vacant land owned by Landlord in exchange for payment of rent;

WHEREAS, Landlord desires to lease unto Tenant, and Tenant desires to lease from Landlord, that certain parcel of property consisting of approximately _____ square feet as depicted on **Exhibit "A"** attached hereto (the "**Premises**").

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, Landlord does hereby lease unto Tenant and Tenant does hereby lease from Landlord the Premises, under, pursuant, and subject to the following terms and conditions:

1. Demise. Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises and all appurtenances related thereto, for the rents, covenants and conditions hereinafter provided.

2. Term and Possession. The term of this Lease (the "**Term**") shall commence on the Effective Date and expire on the date that is twenty-four (24) months after the Effective Date, subject to early termination or renewal pursuant to the terms of this Lease (the "**Expiration Date**"). Subject to the terms of this Lease, Tenant accepts the Premises in its "as is" condition on the Effective Date. The term "**Term**" shall mean the initial Term that commenced on the Effective Date and the properly exercised Renewal Term(s).

3. Rent and Taxes; Security Deposit.

(a) Rent and Taxes. Subject to the below provisions, Tenant shall pay as Rent ("**Rent**") the monthly amount of $35,000.00 (plus applicable sales tax, if any) on the first business day of each calendar month during the Term. If the Effective Date is on a date that is not the first day of the calendar month, Tenant shall pay a prorated amount of Rent for the first calendar month of the Term within five (5) business days after the Effective Date. Landlord shall be responsible for the payment of all real and personal property taxes, assessments (whether they be general or special), sewer rents, rates and charges, transit taxes, and any other federal, state or local government charge, general, special, ordinary or extraordinary (but not including income taxes), which may now or hereafter be levied or assessed against the Premises, other than those caused by or resulting from Tenant's use of the Premises. For clarity, Tenant shall not be responsible for any payment or monetary obligations whatsoever under this Lease other than Tenant's obligations, specifically set forth in this Lease, subject to the above.

(b) Security Deposit. Tenant, concurrently with the execution of this Lease has deposited with Landlord the sum of $70,000 ("Security Deposit"). This sum shall be retained by Landlord as security for the payment by Tenant of the Rent and other sums payable by Tenant under this Lease ("Additional Rent") and for the faithful performance by Tenant of all the other terms and conditions of this Lease. Landlord, at Landlord's option, may at any time apply the Security Deposit or any part thereof toward the payment of the Rent and/or Additional Rent and/or toward the performance of Tenant's obligations under this Lease. The Security Deposit is not liquidated damages. Landlord shall return the unused portion of the Security Deposit to Tenant within 30 days after the expiration of the Term if Tenant is not in breach of this Lease. If the Security Deposit is insufficient to cover Landlord's actual damages, Tenant shall pay on demand to Landlord an amount sufficient to fully compensate Landlord for Tenant's breach. Landlord may (but is not obligated to) exhaust any or all rights and remedies against Tenant before or after resorting to the Security Deposit. If Landlord makes any application of the Security Deposit, Tenant will replenish the amount so applied within ten (10) days after demand from Landlord. Failure to replenish the Security Deposit shall be deemed a default under the Lease. Landlord shall not be required to pay Tenant any interest on the Security Deposit nor hold same in a separate account.

4. Renewals. Provided that this Lease is in full force and effect, and Tenant is not in default hereunder, beyond applicable notice, grace, and cure periods, Tenant shall have the right and option to renew this Lease for two (2) additional periods of twelve (12) months each (each, a "**Renewal Term**"), next immediately ensuing after the expiration of the initial Term and any subsequent Renewal Term by notifying Landlord in writing not less than one (1) month before the expiration of the immediately preceding initial Term or subsequent Renewal Term, time being of the essence, of Tenant's intention to exercise its option to renew. In the event that Tenant elects to extend this Lease, then, for such extended period of the Term, all of the terms, covenants and conditions of this Lease shall continue to be, and shall be, in full force and effect. The Rent for any Renewal Term shall be $70,000 per month..

5. Use of Premises; Alterations. Tenant may exclusively use the Premises during the Term for construction storage and staging, including but not limited to the storage of construction materials and debris (the "**Permitted Use**"), in compliance with all applicable ordinances, rules, regulations, codes, laws, statutes and requirements of all federal, state, county, and municipal governmental bodies or their subdivisions ("**Laws**"). More particularly, Tenant shall be permitted only to (i) transport debris from the demolition of the existing structure on Tenant's Property ("Demolition Debris") by barge to the Premises, (ii) remove Demolition Debris from the Premises by truck, (iii) transport materials to the Premises that are to be included in the new house being constructed on Tenant's Property, (iv) transport to the Premises the equipment necessary to construct said house, and (v) transfer the materials described in (iii) and (iv) above from the Premises to Tenant's Property by barge. The transport to the Premises of asbestos or the storage of asbestos on the Premises shall not be allowed. Demolition Debris shall be removed from the Premises at least once a day, Monday through Friday, holidays excluded. Except as permitted in this Lease, Tenant shall not make any alterations to the Premises without Landlord's prior written consent, at Landlord's sole discretion. Tenant shall provide Landlord with a written plan addressing Tenant's obligations hereunder, setting forth in detail its proposed use of the Premises, including the following:

(a) how Tenant proposes to protect the seawall protecting the Premises and the surrounding wetlands;

(b) a schedule of each piece of equipment that will be on the Premises, by name and size, including vehicles;

(c) the location and material of any fencing;

(d) the location and detail of anything to be built on the Premises (note: all buildings and other structures must be removed from the Premises at the end of the Term

(e) a plan for the emergency evacuation of the Premises in the event of a bridge emergency or replacement work;

(f) whether any Equipment (as defined herein) will be on the Premises only for the purposes of temporary storage or disposal, and if not, the use of such Equipment on the Premises;

(g) if any Equipment is to be stored on the Premises, where it will be stored, and whether it will be left overnight;

(h) an entry/exit plan, including (i) the direction vehicles (including barges) will travel after leaving the Premises and (ii) how the Tenant will provide traffic control when entering and exiting the Premises (note: the Town will not provide police officers or any other personnel for such purpose);

(i) how the Tenant will address the aesthetics of the view of the Premises form nearby properties; and

(j) how Tenant will provide security to the Premises.

Such written plan shall be subject to the approval of the Landlord in Landlord's sole discretion. Compliance with such written plan shall not be raised by Tenant as an affirmative defense in any legal dispute relating to this Lease.

Landlord makes no warranty or representation that the Premises are suitable for the purposes intended by Tenant, and use of the Premises is at Tenant's sole risk.. Tenant shall be responsible for obtaining all permits required by the Landlord and all other governmental authorities for its use of the Premises, and paying all fees required in connection therewith. If Tenant does not obtain Landlord's approval for the matters set forth above and/or cannot obtain required licenses for use and occupancy of the Premises, then, and in that event, Tenant may terminate this Lease.

6. Condemnation. In the event the Premises or any portion of the Premises shall be taken by any lawful authority through condemnation or under the power of eminent domain during the Term, then Tenant may elect to terminate this Lease by giving written notice to Landlord within thirty (30) days of the date of such taking.

7. Right of Entry by Landlord. Subject to Landlord's obligations under this Lease, Landlord shall have the right to enter the Premises during all reasonable hours and upon at least twenty-four (24) hours' prior verbal notice (except in cases of emergency, in which event no prior notice shall be required) to perform its obligations under this Lease or examine the Premises.

8. Indemnity. Tenant agrees to indemnify Landlord and save Landlord harmless from any and all liability, claims and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the Premises caused or brought about by the negligence or willful misconduct of Tenant or its agents, servants or employees. Notwithstanding anything in this Lease to the contrary, Tenant is not required to defend, indemnify or hold harmless Landlord for liability, claims or loss to the extent

that Landlord suffers the same because of its own gross negligence or willful misconduct. Tenant shall be responsible for all expense, loss, and liability, and shall indemnify Landlord and hold Landlord harmless from and against any and all expense, loss, and liability suffered by Landlord by reason of the storage, generation, release, handling, treatment, transportation, disposal, or arrangement for transportation or disposal, of any hazardous materials by Tenant, its affiliates, employees, agents, invitees or contractors.

9. Default. In the event that (i) Tenant defaults in the payment of Rent and such Rent remains due and unpaid for ten (10) days after the same is due; (ii) Tenant defaults in the performance of any other provisions of this Lease and such default is not cured within ten (10) days following written notice from Landlord specifying such default (unless such default is not reasonably capable of being cured within such ten (10) day period and Tenant is diligently prosecuting such cure to completion); (iii) a petition in bankruptcy is filed by or against Tenant (provided Tenant shall have ninety (90) calendar days to stay any involuntary proceeding); (iv) Tenant makes an assignment for the benefit of its creditors, or a receiver is appointed for Tenant and such receiver is not dismissed within sixty (60) days of its appointment, or (v) Tenant separately defaults on three (3) separate occasions in the performance of Tenant's obligations under this Lease following written notice from Landlord specifying such default, regardless of whether the default is cured within the cure periods provided for herein, then, Landlord may terminate this Lease without further notice to Tenant and upon such termination Tenant shall quit and surrender the Premises to Landlord. In the event that Landlord terminates the Lease pursuant to this Section 9, Tenant shall be liable for any Rent due or payable for the remainder of the Term, and Tenant shall continue to have such other obligations the same as if the Lease remains in effect, as described in this Lease. In the event of a default by Landlord, Tenant shall have the remedies available at law and in equity including the right to terminate this Lease or abate or withhold Rent, except for the Tenant's obligation to indemnify the Landlord pursuant to paragraph 8 hereof.

If any payment of Rent is unpaid for five (5) days after the same is due, Tenant shall pay Landlord a late payment fee of $1,750, to compensate Landlord for administrative expenses and other costs of delinquent payments..

10. Insurance. Tenant shall maintain in full force and effect during the Term commercial general liability insurance, with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 general aggregate for injuries, losses, claims, or damages to persons or property and contractual tort liability occurring in or on the Premises. Landlord shall be named as an additional insured under Tenant's commercial general liability insurance policy. Tenant shall provide a certificate(s) of insurance to Landlord providing satisfactory evidence that the Tenant has complied with all insurance requirements, including Landlord's status as an additional insured under Tenant's commercial general liability insurance policy. Tenant shall endeavor to provide thirty (30) days prior written notice to Landlord in the event of cancellation of such insurance.

11. Covenants.. Throughout the Term, Tenant shall maintain the Premises in as good condition as it was on the Effective Date, and Tenant shall:

a) Use commercially reasonably care and diligence to not damage the seawall adjacent to the Premises while engaging in its Permitted Use.

b) Maintain the Premises in a neat and orderly fashion, and not allow the accumulation of debris.

c) Provide at all times, at the sole cost and expense of Tenant, at least two

(2) security guards to protect the Premises, the Equipment and the barge or other vehicles being used to transport materials to and from the Premises, and to control traffic when vehicles are entering or exiting the Premises, without assistance from on duty Town of Bay Harbor Islands police officers or other Town employees.

d) Limit the number of barge dockings to 15 per week, with no docking being allowed between the hours of 5:00 p.m. and 9:00 a.m., and on Saturday and Sunday.

e) Use "best practices" to protect the seawall and surrounding wetlands.

f) Not allow the discharge of any prohibited solid, liquid or gaseous materials onto the Premises or the surrounding waters.

12. Brokers. Landlord and Tenant each represent and warrant to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease. The party who breaches this warranty shall defend, hold harmless, and indemnify the other party from any loss, damage or expense, including, but not limited to, reasonable attorney's fees, arising from the breach.

13. Authority. Landlord represents that Landlord and those signatories executing this Lease on behalf of Landlord have full power and authority to execute this Lease and bind Landlord. Tenant represents that Tenant and those signatories executing this Lease on behalf of Tenant have full power and authority to execute this Lease and bind Tenant.

14. Quiet Enjoyment. Tenant shall, upon payment of the Rent subject to applicable notice and cure periods, quietly have and enjoy exclusive possession of the Premises during the Term, free from interference from Landlord or anyone acting under or through Landlord, subject to the terms and conditions of this Lease.

15. Notices. All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be either (i) delivered, by hand, (ii) sent by overnight courier such as FedEx, or (iii) sent by electronic mail to the email addresses below, with such notice by electronic mail effective only if such electronic mail is acknowledged or confirmation of delivery is received.

If to Landlord:
Town of Bay Harbor Islands, Florida
1030 95th Street
Bay Harbor Islands, FL 33154
Attn: Lindsley Noel, Town Manager
Phone: 305-866-6241
Email: lnoel@bayharborislands-fl.gov

If to Tenant:
40 ICIR, LLC
c/o SBC-USA, LLC
Attn: Jeri Goodkin Dausey
1111 Kane Concourse, Suite 509
Bay Harbor Islands, Florida 33154
Phone: 305-957-0088
Email: Jeri@SBCFL.com

16. Surrender of Premises. At the expiration of the Term, whether by expiration of time or otherwise, Tenant shall surrender the Premises to Landlord in as good condition as it was on the Effective Date, subject to any improvements made to the Premises as approved by Landlord. At the expiration of the Term, Tenant shall remove from the Premises any and all of Tenant's materials, equipment, and personal property (collectively, the "**Equipment**") located on the Premises. Any Equipment which Tenant does not remove at or prior to the expiration of the Term shall be removed by Landlord at the expense of the Tenant or, alternatively, Landlord may seek appropriate legal action to compel Tenant to remove the Equipment.

In addition to the foregoing, Landlord shall have the right to engage an independent third party within thirty (30) days from the expiration of the Term (whether by expiration of time or otherwise) to inspect the Premises for the purpose of determining whether Tenant has caused any damage to the Premises, including but not limited to the seawall. Tenant shall reimburse Landlord for the cost of said inspection, as well as the cost of any remedial work recommended by said inspector. The Landlord shall also have the have the right at the commencement of the Term to engage an independent third party to inspect the Premises, including but not limited to the seawall, for the purpose of determining the current condition of the Premises. Tenant shall reimburse Landlord for the cost of said inspections, as well as the cost of any remedial work recommended by said inspector at the expiration of the Term.

17. Holding Over. If Tenant remains in possession of the Premises after the expiration of the Term without the consent of Landlord, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created a tenancy from month-to-month, terminable on thirty (30) days' prior notice by either party. The holdover Rent during such occupancy will be at 200% of the Rent in effect during the last month of the immediately preceding Term with all other terms of this Lease being unaffected.

18. Early Termination. If at any time during the Term Tenant no longer desires to lease the Premises, Tenant may terminate this Lease prior to the expiration of the Term by providing written notice to Landlord ("**Early Termination Notice**"). The Early Termination Notice shall state the effective date of termination ("**Early Termination Date**"), which must be at least sixty (60) days after the date the notice is delivered to Landlord. Tenant shall continue to pay Rent under this Lease through and including the Early Termination Date and shall surrender possession of the Premises to Landlord on the Early Termination Date in the condition required under this Lease. All other obligations of Tenant survive termination of the Lease under this section. Provided, that in the event Landlord terminates this Lease because of Tenant's default under Section 9 hereof, Tenant's obligation to continue to pay Rent shall be as provided in said Section 9.

Notwithstanding anything to the contrary herein, if at any time during the Term, as extended, the Landlord determines, in its sole discretion, that it needs the Premises for Town purposes, Landlord may terminate this Lease prior to the expiration of the Term by providing Early Termination Notice to Tenant. The Early Termination Notice shall state the Early Termination Date, which must be at least sixty (60) days after the date the notice is delivered to Tenant. Tenant shall continue to pay Rent under this Lease through and including the Early Termination Date and shall surrender possession of the Premises to Landlord on the Early Termination Date in the condition required under this Lease. All other obligations of Tenant survive termination of the Lease under this section.

In the event (a) the Governor of the State of Florida, the Mayor of Miami-Dade County or the Mayor of the Town of Bay Harbor Islands, declares a state of emergency covering the Town of Bay Harbor Islands, or (b) the Landlord determines, in its sole discretion, that it requires use of

the Premises for emergency repairs to the causeway, the Landlord may terminate this Lease or temporarily suspend the Tenant's right to use the Premises, by providing such notice as is appropriate under the circumstances. In the case of (b) above, the Landlord may require the Tenant to remove all Equipment and other materials on the Premises. If the Lease is terminated by Landlord pursuant to this paragraph, the Landlord shall have the same rights hereunder as if Landlord had given an Early Termination to Tenant. All other obligations of Tenant survive termination of the Lease under this section.

19. Miscellaneous. All covenants, agreements, and provisions set forth herein shall bind and inure to the benefit of, as the case may require, the successors and assigns of Landlord and Tenant respectively. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by Law. The Laws of the State of Florida shall govern the validity, performance and enforcement of this Lease, without regard to Florida's conflict-of-law principles. Any stipulations, representations, promises or agreements, oral or written, made prior to or contemporaneously with this agreement shall have no legal consequences and the only agreement made and binding upon the parties with respect to the leasing of the Premises is this Lease, as the complete and total integration of the intent and understanding of Landlord and Tenant. No amendment or modification of this Lease shall be valid or binding unless reduced to writing and executed by the parties hereto. This Lease may be executed electronically or otherwise in any number of counterparts via electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

20. Opinion of Counsel. Prior to the commencement of this Lease, Tenant shall provide Landlord with an opinion of Akerman LLP, to the effect that the use of the Premises contemplated by Tenant herein does not violate any federal, state, county or municipal law, regulation or ordinance, and does not require authorization or approval by any governmental body other than the Landlord.

21. Incorporation of Recitals and Exhibit(s). This Lease is subject to the provisions of the recitals set forth above and the attached exhibit(s), which recitals and exhibits are hereby made a part of this Lease.

22. Assignment and Sublease. Tenant shall not assign this Lease, nor sublease the Premises or any portion thereof, without Landlord's prior written consent, which consent shall be at Landlord's sole discretion.

23. Liability. Except as otherwise expressly provided in this Lease or arising from the gross negligence or willful misconduct of Landlord or its agents, servants or employees, neither Landlord, nor any agent or employee of Landlord, shall be liable for (a) loss of or damage to any property of Tenant, or of any other person, entrusted to any of Landlord's agents or employees, (b) loss of or damage to any property of Tenant or of any other person by theft or otherwise, (c) any injury or damage to any person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, dust, water or snow, or leaks from pipes, street or subsurface or any other place or by dampness, or from any other cause whatsoever, (d) any such damage caused by construction of any private (other than Landlord's), public or quasi-public work, or (e) injury or damage caused by or resulting from actions by Tenant and/or its agents, including, but not limited to, traffic incidents.

24. Jurisdiction. 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.

25. Waiver of Trial By Jury. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE 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.

26. Memorandum of Lease. A memorandum of lease in proper form for recording purposes shall be executed upon request by either party. This Lease shall not be recorded.

[Signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the dates set forth below effective as of the Effective Date.

LANDLORD:

TOWN OF BAY HARBOR ISLANDS, FL

Attest:

_____

_____, *Town Clerk*

Date: _____

Approved as to form and legal sufficiency:
GREENSPOON MARDER LLP

_____
Town Attorney

Date:
_____

TENANT:

40 ICIR, LLC, a Florida limited liability company

By: _____

Name: _____
Title: _____

Date:_____

EXHIBIT A

Depiction of Premises

(Legal Description to be Provided)

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 25.

ITEM: Discussion and approval of an MOT for TLC OKC Property Owner LLC for the project One Kane Concourse, 9551 East Bay Harbor Drive, Bay Harbor Islands, FL. - Town Manager.

DESCRIPTION:
The Applicant is requesting the closure of the most eastern northbound lane of East Bay Harbor Drive in front of 9551 East Bay Harbor Drive to use as a designated servicing area and truck staging area in the service road on the west of Church by the Sea, which is already in place. They are also requesting full closure of the sidewalk in front of the site on East Bay Harbor Drive and detour of pedestrians to the west side of the street, which is also already in place. They are stating that the basement edge of the property is located less than fifteen (15) feet from the property line. Given this limited clearance and the proximity to the excavation ledge, it is not safe to stage or maneuver concrete trucks within the site during major concrete operations.

Additionally, it is impossible to maneuver and unload flatbed trucks and concrete trucks that are required to service the construction activities inside the site. Given these constraints, a comprehensive and coordinated MOT plan is essential to ensure safety, regulatory compliance, and uninterrupted execution of these critical operations. Advancing this item promptly will be necessary to avoid schedule impacts.

In summary, the applicant is requesting a standing MOT for the duration of the project to accommodate routine deliveries entering and exiting the site. They are fully open to meeting with the Town to present and walk through this operation in detail. Their intent at all times is to minimize impacts to the surrounding neighborhood while maintaining the highest level of safety for both workers and the general public.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

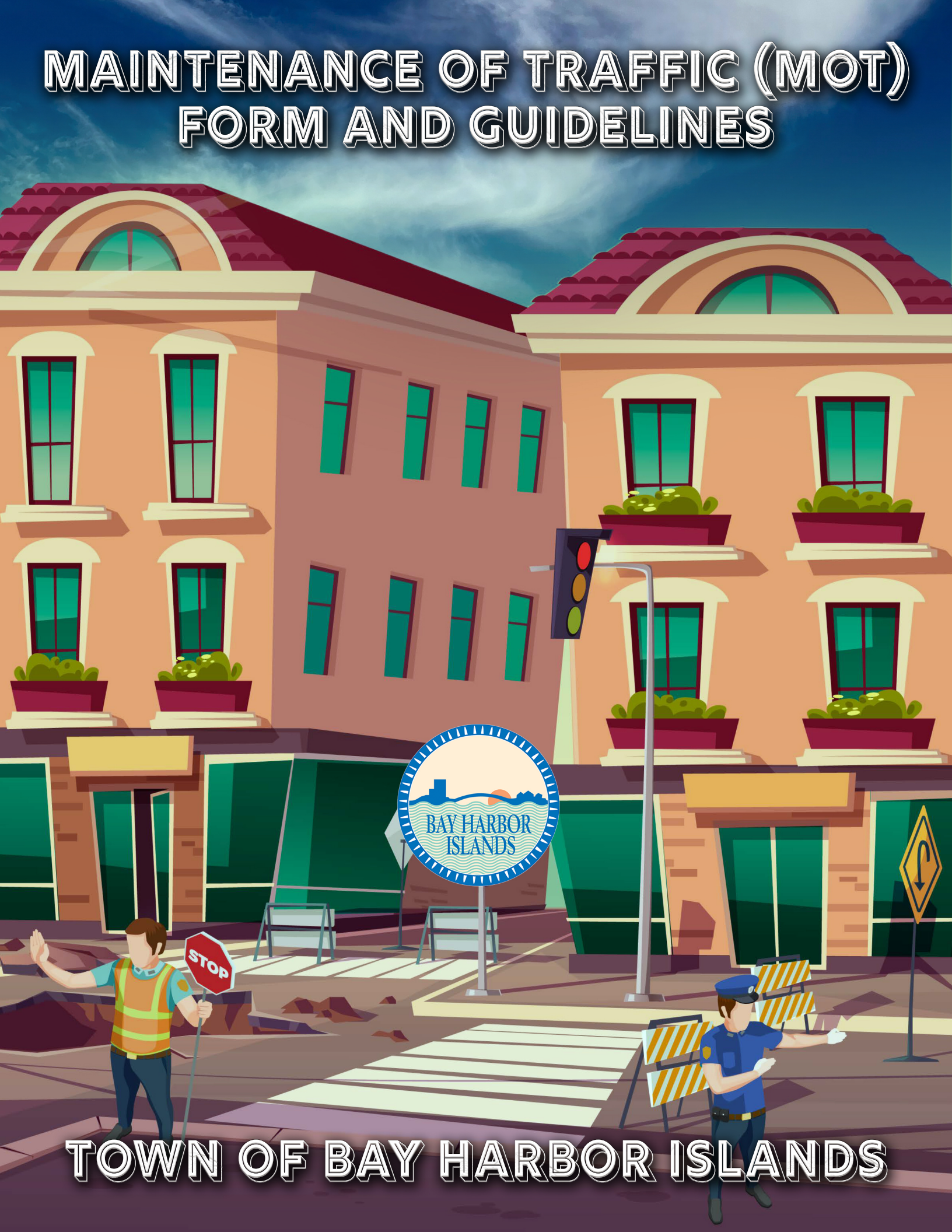
BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	MOT application - Loading Bay + Staging Area - SIGNED
2.	9551 E Bay Harbor Dr MOT PLAN 12-24-25
3.	One Kane - MOT Request Letter to Ownership. PDF
4.	One Kane_SITE SERVICE AREA

MAINTENANCE OF TRAFFIC (MOT) FORM AND GUIDELINES



TOWN OF BAY HARBOR ISLANDS

Office Use Only	MOT ID#: _____

TOWN OF BAY HARBOR ISLANDS MAINTENANCE OF TRAFFIC

GUIDELINES AND INSTRUCTIONS

A Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC) plan is required any time work is conducted within or impacts a Town of Bay Harbor Islands right-of-way (i.e.: roadways, alleys, sidewalks, swales, etc.). The Maintenance of Traffic Form and Guidelines will assist you with completing a Town MOT/TTC request. Please complete all fields on the form and submit it with the Required Signatures Form and attachments to publicworks@bayharborislands-fl.gov for approval. Please note, incomplete forms will not be processed.

Once the MOT/TTC Form is approved by the Town, please notify the Town Engineer via email only at rcarrerosantana@bayharborislands-fl.gov, to assist with final permit issuance.

If you have any questions about the MOT/TTC Form, please email rcarrerosantana@bayharborislands-fl.gov.

GENERAL REQUIREMENTS

- All work within the right-of-way requires an MOT.
- A Town MOT Permit is required if the work impacts the Town's public right-of-way, even if the work is conducted within Miami-Dade County or Florida Department of Transportation's (FDOT) right-of-way.
- If work is being performed in multiple phases or at various locations, an individual MOT is required for each phase/ location.
- Please obtain all required signatures. Incomplete forms will not be processed. Obtaining required signatures **does not** constitute final approval by the Town. The MOT may only be implemented after the MOT Form is approved by Public Works, subject to satisfaction of all prerequisite conditions. Each submittal takes one week to review.
- Staging and storing equipment or materials is not permitted within the Town's right-of-way
- The MOT plan must be prepared by a certified worksite Traffic Control Technician or Traffic Control Supervisor, as appropriate for job complexity. A legible copy of the technician/supervisor's **valid** certification must be submitted with the MOT plan.
- A certified Traffic Control Supervisor must sign the MOT plan, and a copy of his/her current certification must be included.
- If implementation of an approved permit negatively impacts public safety and/or inconveniences to Bay Harbor Islands' residents, businesses or neighbors, the Town may require the MOT APPLICANT to modify the MOT plan. The Town may also temporarily suspend or permanently revoke the permit with reasonable notice.
- Refer to Sec. 12-26 (1) (d) pf the Bay Harbor Islands, Florida - Code of Ordinances for information regarding permissible hours for construction activity.
- If any work will impact parking meters, parking mitigation will be required prior to MOT approval.
- The contractor is responsible for the setup and removal of all MOT devices and equipment in accordance with the times and dates stated in Section 2 of this form.
- The times and dates stated in Section 2 of this form shall be strictly enforced. A revised form must be submitted if the dates or any other significant details change for the approved MOT.
- The approved MOT must be on site prior to and during the entire construction period.
- Crane, boom lifts, man lifts, etc. require crane right-of-way permits and mitigation prior to MOT/TTC application submittal and approval.

Office Use Only	MOT ID#: _____

TOWN OF BAY HARBOR ISLANDS MAINTENANCE OF TRAFFIC

GUIDELINES AND INSTRUCTIONS

FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS

The MOT plan shall conform to the latest edition of FDOT's Design Standards and Part IV of the Manual of Uniform Traffic Control Devices (MUTCD) for Streets and Highways. Compliance with the requirements of the approved plan are the responsibility of the applicant.

MIAMI-DADE COUNTY REQUIREMENTS

If the MOT or detour routes affect any right-of-way within Miami-Dade County's jurisdiction , the County's Maintenance of Traffic Submittal Form (available on the County's website) should be completed first, including the required signatures, and submitted with this form.

LANE CLOSURES - NO DETOURS

- If detours are not required for this MOT, please state that in Section 6 of this form.
- Fully describe the lanes that will be open and closed during construction in Section 6 of this form.
- Submit applicable FDOT Design Standard Index drawings and MUTCD exhibits. The drawings must include the north arrow and the names of the main and cross streets.

LANE CLOSURES - DETOURS

- **Detours of any kind will add extra time to the approval process, especially closure requiring detours in excess of 72 hours.** Where feasible, the Town recommends maintaining the flow of two-way traffic and keeping sidewalks open.
- If detour routes affect a FDOT right-of-way, a permit from FDOT must be attached to the Town's MOT Form.
- If detour routes affect Miami-Dade County's right-of-way, an approved MOT application and plan from Miami-Dade County must be attached to the Town's MOT form.

• If a detour is required (applicable to roadways, alleys, and sidewalks):

- Approval is required for all full/partial detours.
- Closures lasting more than 72 hours must be approved by the Bay Harbor Islands Police Department, Town Manager and the Public Works Director. This approval may take up to two months.
- Provide a detour signing/circulation plan that shows other construction projects in progress or that are planned in the vicinity of the project.
- All sidewalk detours must be ADA compliant and adhere to FDOT Standard Index 304 and Chapter 4E of the Manual on Uniform Traffic Control Devices (MUTCD).
- Portable Changeable Message Signs (PCMS) may be required for lane/road closure with detours.

ATTACHMENTS (Electronic files may not exceed 20 MB.)

Attachments must include a MOT plan prepared by a certified worksite Traffic Control Technician or Traffic Control Supervisor, as appropriate for the complexity of the job. A legible copy of the technician/supervisor's valid certification must be submitted with the MOT plan.

Office Use Only	MOT ID#: _____

MAINTENANCE OF TRAFFIC (MOT) FORM

SECTION 1: APPLICANT INFORMATION

Applicant Name: TLC OKC Proprty Owner LLC Applicant Phone: 4435703432

Applicant Email: bkohn@landauproperties.com

Applicant Address: 105 Madison Ave, Floor 2, New York, NY 10016
(Address, City, State, Zip Code)

Town Project Manager (if applicable): _____ Phone: _____

Agency responsible for this project: ✓ Town ☐ County ☐ FDOT ☐ _____

Other: On-site/Emergency Contact Phone: GC PM: Arian Dorta +1 786 202 0961; Backup: Bryan Kohn +1 443 570 3432;

SECTION 2: PROJECT INFORMATION

Permit # (obtain from Building Department): B18-000378

Project Name: One Kane Concourse

Project Address: 9551 E Bay Harbor Dr, Bay Harbor Island, FL 33154
(Address, City, State, Zip Code)

Specific Dates and Times Requested for MOT Implementation:

Please identify a start date that is at least two weeks from the submittal date. The approval of an MOT application may require up to two weeks from the time that all required documents are received by Town staff.

Begin Date: 04 January 2026 Begin Time: 0900

End Date: 28 February 2027 End Time: 1800

SECTION 3: PROJECT DETAILS

☑ Partial Closure

☐ Full Road Closure (detour): Under 72 Hours

☐ Sidewalk Closure: Under 72 Hours

☑ Full Road/Sidewalk Closure: More than 72 Hours

Daily Setup/ Breakdown ☐ YES ☑ NO

Using Crane in ROW* ☐ YES ☑ NO

Parking Meters Impacted* ☐ YES ☑ NO

**Crane and parking meter mitigation must be done prior to MOT approval.*

SECTION 4: TYPE OF WORK DESCRIPTION

Please make sure to include the following information in the description:

- List the names of affected streets and the nearest intersection. Use complete street names, including directionals.
- Describe the nature of the construction and any phasing plans. A separate MOT application is required for each phase.
- Describe any specific safety hazards that the work may produce during construction (i.e., large holes, etc.).

Close the most eastern northbound lane of E Bay Harbor Dr in front of 9551 E Bay Harbor Dr to use as a designated serviving area.

Truck staging area in the service road on west of new Church by the Sea building - already in place

Full closure of sidewalk in front of the site on E Bay Harbor Dr and detour of pedestrians to west side of the street - already in place

SECTION 5: FDOT DESIGN STANDARD INDEX DRAWING NUMBERS/MUTCD TYPICAL APPLICATION

(State which FDOT Standard Index 600 series will be followed. The indexes must include the north arrow and the names of the main and cross streets. Also, state whether trenches will be covered or backfilled during non-working hours.)

102-660, 102-602

Office Use Only	MOT ID#: _____

MAINTENANCE OF TRAFFIC (MOT) FORM

SECTION 6: MOT DESCRIPTION

Please make sure to include the following information in the description:

- List the lanes that will be open and closed on each street and describe any necessary detours in detail. If detours are not required, please state that below.
- State if flagmen will be provided.
- State if the MOT will be continuous or intermittent. If intermittent, state the times of the day the MOT will be in effect.
- State any other special considerations related to this request.

Closing east lane of E Bay Harbor Dr infront of 9551 E Bay Harbor Dr. No detours required. The remaining northbound lane will be used for all northbound traffic. Movable MOT signage and barricades to be in place Flagmen will not be required as this lane is a parallel approach without requirement for special maneauvers. The lane will be closed only during construction hours.

Truck staging area in the service road to the west of the new church by the sea building. A flagman with radio to be stationed in the service road to hail trucks

The pedstrian sidewalk will be closed for the duration of construction

SECTION 7: MOT FORM CHECKLIST (Provide one copy of each attachment.)

- ☑ Completed Required Signatures Form
- ☑ Color aerial(s)/MOT Plan with index overlay
- ☐ County and State approvals (if required)
- ☐ Crane and Parking Mitigation (if required)
- ☑ FDOT Index MUTCD Reference Drawing(s)
- ☑ Certification(s) for Traffic Control Technician or Traffic Control Supervisor must be embedded on MOT plans along with FDOT indexes/MUTCD documents
- ☑ Plan of work (optional, but preferred)

SECTION 8: ADDITIONAL COMMENTS

Please Note: The approval of an MOT applicaTIon may require up to two weeks from the TIme that all required documents in the checklist above are received by Public Works staff. Any rejected MOT submittal that is corrected and sent back will be considered a new submittal, which may require up to two additIonal weeks to approve. AdditIonal tIme may be needed for more complex plans or plans requiring additional coordination/information.

In signing this application, I understand that separate Town and/or County and/or State permits may be required for this project. Furthermore, I am aware that I am responsible for ensuring that the project is completed in accordance with the plans and specifications as stipulated in the permit approval condition.

Bryan Kohn for TLC OKC PROPERTY OWNER LLC — Digitally signed by Bryan Kohn for TLC OKC PROPERTY OWNER LLC DN: C=US, E=bkohn@tendauproperties.com, O=ZIPG OR LLC, OU=A, CN=Bryan Kohn for TLC OKC PROPERTY OWNER LLC Date: 2025.12.29 08:05:18-05'00'

(APPLICANT SIGNATURE)

Bryan Kohn - Owner's Rep

(PRINT NAME/TITLE)

29 Aug 2025

(DATE SIGNED)

As a consideration for the permission granted herein, **(APPLICANT)** TLC OKC Property Owner LLC agrees to indemnify and hold harmless the Town of Bay Harbor Islands for any damages, claims, or injuries that may result from the MOT plan approved under the PERMIT.

TLC OKC Property Owner LLC

(NAME OF COMPANY)

BY: Bryan Kohn

(COMPANY AUTHORIZED AGENT)

Office Use Only	MOT ID#: _____ GMOT Permit#: _____

REQUIRED SIGNATURES FORM

Applicant must collect all required signatures. To expedite processing, individual signatures may be obtained and submitted to publicworks@bayharborislands-fl.gov separately on this page. All signatures and comments must be submitted before two-week review process begins.

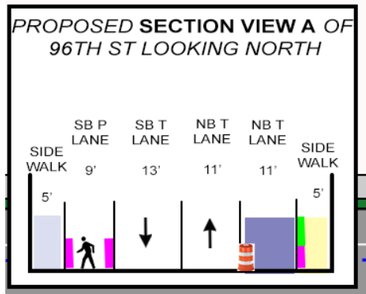
Print Name _____ Signature _____ **Bay Harbor Islands Police Department** Off-Duty Coordinator *Call for Appointment 305-866-6242* **Required if MOT requires one or more off-duty Police Officer(s)*	_____ (Date)
Print Name _____ Signature _____ **Town Engineer** 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154 Call for Appointment 305-866-6241 **Required for all lane closures.*	_____ (Date)

After all applicable signatures are collected, applicant should submit the MOT plan and this routing form to publicworks@bayharborislands-fl.gov

OFFICE USE ONLY

Print Name _____ Signature _____ **Bay Harbor Islands Police Department** Police Chief's Signature	_____ (Date)
Signature _____ **Town Manager** Town Manager's Signature	_____ (Date)

A copy of the final permit, ROW permit and this MOT form shall be kept on site and be made available for inspection at all times.



NOTES: All gutters, drains, fire hydrants, roadways, and private driveways within the block in which work is being done are to be kept open by the contractor for their intended use.

Contractor shall install and maintain traffic control devices in accordance with FDOT Standard Index 600 series and the MUTCD.
* FDOT INDEX 102- 660, 1 OF 2. & 102-602, 1 OF 2 2024-25.

NOT TO SCALE

The plan was not intended to be used for other work permits outside this scope.

- LOADING TRUCK ROUTE
- PROPERTY BOUNDARIES
- LOADING ZONE
- DRUMS
- PEDESTRIAN PATH
- IN TRUCK ROUTE
- OUT TRUCK ROUTE
- LONGITUDINAL CHANNELIZING DEVICE (LCD)
- TEMP TOILETS
- MATERIAL STORAGE
- EXIS FIRE HYDRANT
- WATER FILLED BARRIERS W/ FENCE & SCREEN
- ROAD SIGN
- WROK ZONE
- JOB SITE
- TRAFFIC SIGNAL
- SITE OFFICE
- FLAGMAN
- BUSCK HOIST
- TOWER CRANE

96th ST

END ROAD WORK

N
W
E
S

INDIAN CREEK CANAL

TEMP TOILETS

SIDEWALK CLOSED CROSS HERE

MATERIAL STORAGE

BUSCK HOIST

SITE OFFICE

SIDEWALK CLOSED

MATERIAL STORAGE

DETOUR

DETOUR

*PERSONAL ACCESS

ROAD WORK AHEAD

AHEAD

LOADING ZONE

*CONTROLLED ACCESS

T.C

MATERIAL STORAGE

Alley

TRUCK STAGING AREA

E Bay Harbor Dr

SIDEWALK CLOSED

DO NOT ENTER

EXISTING SIGN

SIDEWALK CLOSED CROSS HERE

DETOUR

DETOUR

RIGHT SHOULDER CLOSED

95TH ST

*Temporary Crosswalk Marking

AHEAD

END ROAD WORK

ROAD WORK AHEAD

INDIAN CREEK CANAL

SPEED LIMIT 30

TABLE 2
TAPER LENGTH "L"

Work Zone Speed (mph)	Min. Length (feet)
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	$L = WS$

Where: W = width of offset in feet
S = speed in mph

Reserved For Municipal Seal

9551 E Bay Harbor Dr

9551 E Bay Harbor Dr
Bay Harbor Islands, FL 33154

SIDEWALK CLOSURE ON E BAY HARBOR DR W/ PEDESTRIAN DETOUR MOT PLAN

Date Modified:	PHASE:
2/27/25	2

FDOT

Carlos Casas

Certificate: 611527
Issued: 06/24/2023
Expires: 06/15/2027
Instructor: R. A

Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Training Provider:
A&SW Consultants, Inc.
5545 Benchmark Lane
Sanford, FL 32773
Ph: 386-788-9899

Verify this Certificate at www.motadmin.com.

Right O' Way Consultants Inc.
786 - 999 - 3943
MOT@rightowayconsultants.com

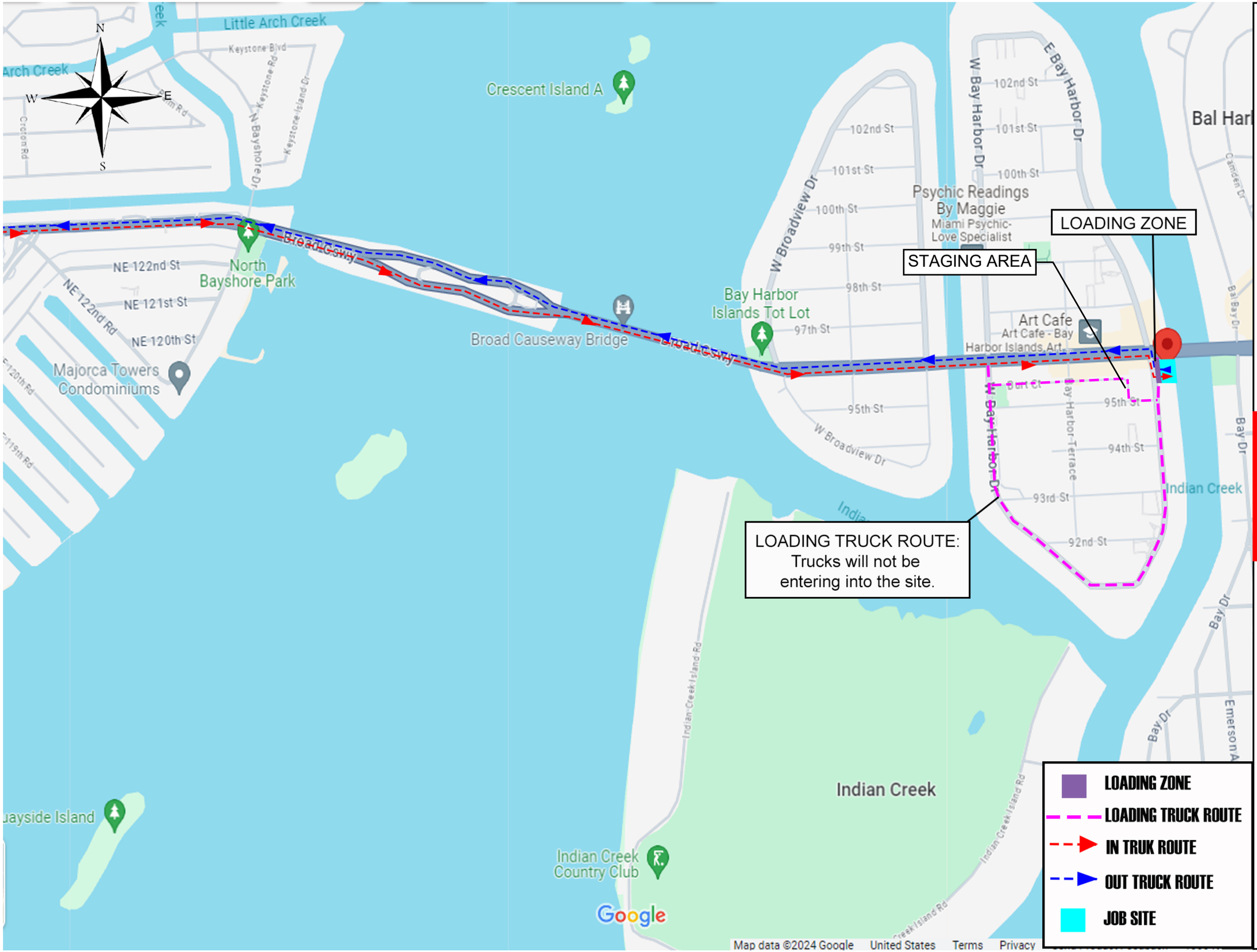
TABLE 1
CHANNELIZING DEVICE SPACING

WORK ZONE SPEED (mph)	Max Spacing (Ft)			
	Cones or Temporary Tubular Markers		Type I Barricades, Type I Barricades, Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
< 45	25	50	25	50
< 50	25	50	50	100

TABLE 3
WORK ZONE SIGN SPACING "X"

ROAD TYPE	MINIMUM SPACING (Ft)
Arterials and collectors with Work Zone Speend < 40 mph	200
Arterials and collectors with Work Zone Speend < 45 mph	500
*Limited Access Roadway	1.500

*For Limited access roadways with work zone speed <55 mph , the minimum spacing may be reduced in accordance with MUTCD and as approved by the Engineering.



Reserved For Municipal Seal

9551 E Bay Harbor Dr

9551 E Bay Harbor Dr
Bay Harbos, FL 33154

TRUCK ROUTE

Date Modified:	PHASE:
2/27/25	2A

FDOT

Carlos Casas

Certificate: 611527
Issued: 06/24/2023
Expires: 06/15/2027
Instructor: R. A

Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

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Sanford, FL 32773
Ph: 386-788-9899

Verify this Certificate at www.motadmin.com.

Right O' Way Consultants Inc.
Carlos Casas
786-444-6343
Carlos@rowcfl.com

TABLE 1
CHANNELIZING DEVICE SPACING

WORK ZONE SPEED (mph)	Max Spacing (Ft)			
	Cones or Temporary Tubular Markers		Type I Barricades, Type I Barricades, Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
< 45	25	50	25	50
< 50	25	50	50	100

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Arterials and collectors with Work Zone Speend < 45 mph	500
*Limited Access Roadway	1.500

*For Limited access roadways with work zone speed <55 mph , the minimum spacing may be reduced in accordance with MUTCD and as approved by the Engineering.

civic

william j. real jr

December 22, 2025

Reference: One Kane Concourse

Subject: Traffic Control and MOT Requirements

Mr. Kohn,

This letter is to formally outline the Maintenance of Traffic (“MOT”) requirements associated with upcoming concrete pours and ongoing delivery operations for the project.

As you are aware, the basement edge of the property is located less than fifteen (15) feet from the property line. Given this limited clearance and the proximity to the excavation ledge, it is not safe to stage or maneuver concrete trucks within the site during major concrete operations. Additionally, it is impossible to maneuver and unload flatbed trucks and concrete trucks that are required to service the construction activities, inside the site.

Given these constraints, a comprehensive and coordinated MOT plan is essential to ensure safety, regulatory compliance, and uninterrupted execution of these critical operations. Advancing this item promptly will be necessary to avoid schedule impacts.

In summary, we are requesting a standing MOT for the duration of the project to accommodate routine deliveries entering and exiting the site. We are fully open to meeting with the City to present and walk through this operation in detail. Our intent at all times is to minimize impacts to the surrounding neighborhood while maintaining the highest level of safety for both workers and the general public.

Please advise on how we should proceed, or how we can work together to address these requirements and jointly deliver this project in a safe and efficient manner.

Sincerely,

William J. Real Jr.

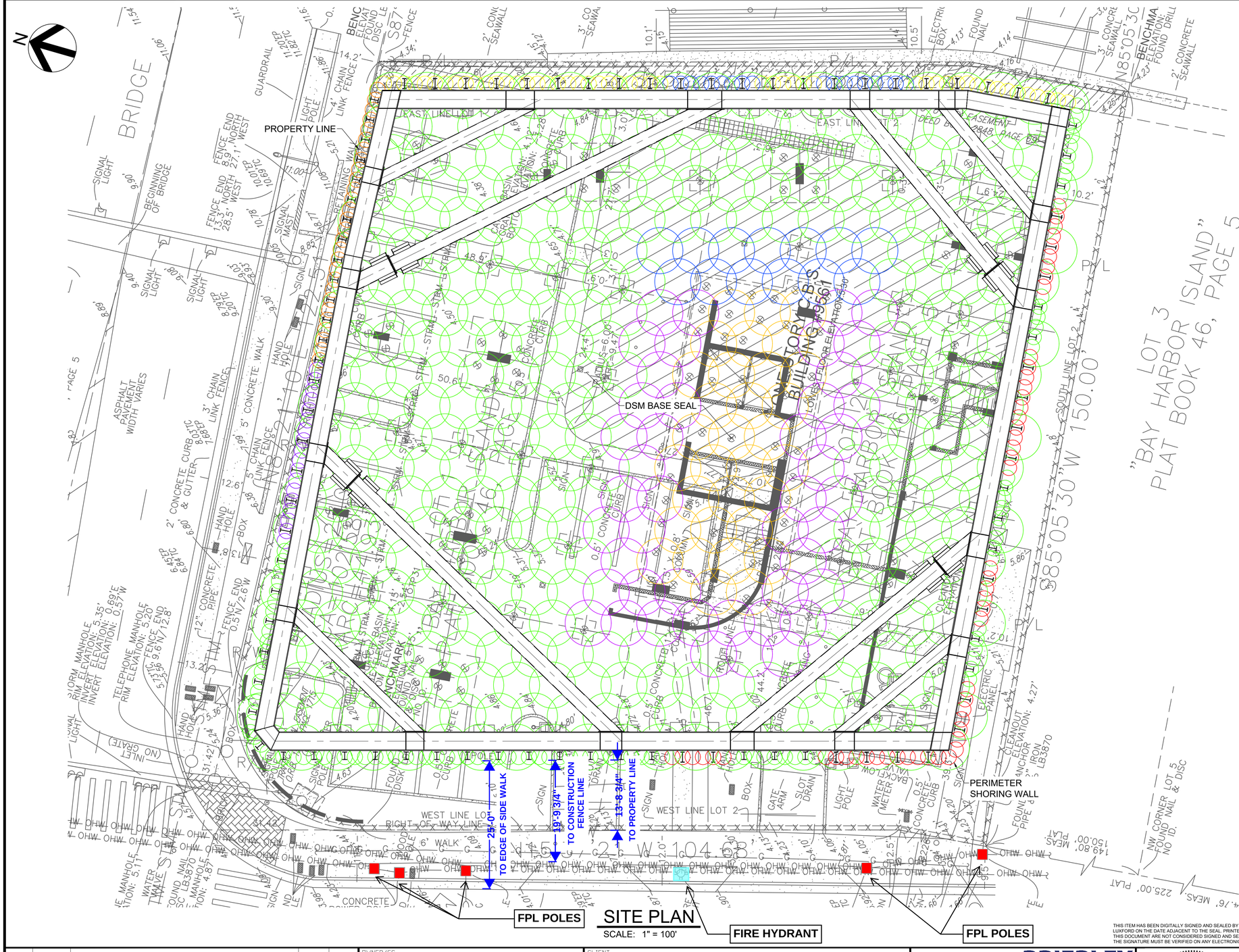
Civic Construction Company Inc.

civic construction co., inc.

4691 sw 71st avenue

miami, florida 33155

tel. 305.661.4859 fax. 305.661.4860


PROPERTY LINE
DSM BASE SEAL
ONE KANE CONCOURSE
BUILDING #39561
LOWEST FLOOR ELEVATION: 9.47'
BENCHMARK
ELEVATION: 4.23'
FOUND DRILL HOLE
BENCHMARK
ELEVATION: 4.23'
FOUND DRILL HOLE
25'-0" TO EDGE OF SIDE WALK
19'-9 3/4" TO CONSTRUCTION FENCE LINE
13'-8 3/4" TO PROPERTY LINE
PERIMETER SHORING WALL
FPL POLES
FIRE HYDRANT
FPL POLES
BRIDGE
BEGINNING OF BRIDGE
GUARDRAIL
CHAIN LINK FENCE
RETAINING WALL
SIGNAL LIGHT
SIGNAL MAST
ASPHALT PAVEMENT WIDTH VARIES
5' CONCRETE WALK
2' CONCRETE CURB & GUTTER
3' CHAIN LINK FENCE
HAND HOLE
STORM MANHOLE
TELEPHONE MANHOLE
WATER VALVE
WATER METER
ELECTRIC PANEL
CLEANOUT
ANCHOR
IRON
LB3870
SLOT DRAIN
GATE ARM
LIGHT POLE
SIGN
CONCRETE CURB
WEST LINE LOT 2
RIGHT-OF-WAY LINE
EAST LINE LOT 2
SOUTH LINE LOT 2
LOT 3
"BAY HARBOR ISLAND"
PLAT BOOK 46, PAGE 5
LOT 5
NW CORNER LOT 5
FOUND NAIL & DISC
NO ID.
149.80' MEAS.
150.00' PLAT
225.00' PLAT
224.76' MEAS.
N85°05'30"W 150.00'
S85°05'30"E 150.00'
EASEMENT
2848 PAGE 629
DEED B...
CONCRETE
SEAWALL
ELECTRIC BOX
FOUND NAIL
FENCE END
8.9' N
27.1' WEST
FENCE END
13.3' NORTH
28.5' WEST
FENCE END
0.5' N
2.6' W
FENCE END
9.6' N
12.8' W
12" CONCRETE PIPE
INLET (NO GRATE)
OUTLET
RIM ELEVATION: 5.11'
INVERT ELEVATION: 0.57'NW
RIM ELEVATION: 5.20'
INVERT ELEVATION: 0.69'E
RIM ELEVATION: 5.12'
INVERT ELEVATION: 0.57'W
RIM ELEVATION: 5.36'
INVERT ELEVATION: 0.35'
RIM ELEVATION: 5.24'
INVERT ELEVATION: 0.69'E
FOUND NAIL & DISC LB3870
MANHOLE
ELEVATION: 4.87'
WEST LINE LOT 1
CONCRETE
POWER POLE
FOUND DISC
SIGN POLE
FOUND NAIL & DISC
NO ID.
SIGN
SIGN
SIGN

AGENDA ITEM REPORT
January 14, 2026

ITEM NUMBER: 26.

ITEM: Discussion and possible action approving a resolution of a modified improvement agreement with 1177 Bay Harbor Islands, LLC for the Town's Kayak Park located at 9600 West Bay Harbor Drive - Town Manager.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Kayak Park Improvement Agreement
2.	L2 Town re Kayak Park Work 1-8-25

RESOLUTION NO. _____

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF A MODIFIED IMPROVEMENT AGREEMENT WITH 1177 BAY HARBOR ISLANDS, LLC FOR THE TOWN'S KAYAK PARK LOCATED AT 9600 WEST BAY HARBOR DRIVE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands (the "Town") is currently developing a parking on the site located at 9600 West Bay Harbor Drive (the "Kayak Park"); and

WHEREAS, 1177 Bay Harbor, LLC is the owner and development of the 1177 Kane Concourse mixed-use development located generally at 1177 Kane Concourse;

WHEREAS, the Town and the predecessor in interest to 1177 Bay Harbor, LCC entered into a "Development Agreement" with an effective date of April 6, 2020 and recorded at Official Record Book 31883, Page 4082 of the Public Records of Miami-Dade County, Florida. Section 11 of the Development Agreement required the Owner to deed the Kayak Park to the Town for a public park;

WHEREAS, the Kayak Park has been deeded to the Town;

WHEREAS, Section 12.2 of the Development Agreement further required the the developer to provide the Town with a payment of $500,000 for park improvements; the payment has been made;

WHEREAS, the Town Council approved an "Improvement Agreement" at its April 9, 2025 meeting designed to accelerate the development of the Kayak Park and certain

sewer improvements as well as the encourage the completion of the 1177 Kane Concourse development;

WHEREAS, the approved agreement required 1177 Bay Harbor, LLC to undertake certain of the improvements in the Kayak Park along with sewer improvements in exchange for the potential to request extended construction hours for the interior work associated with the 1177 Kane Concourse development;

WHEREAS, in the period since April 2025, the Town has completed the initial design of the Kayak Park;

WHEREAS, the Town desires to amend the terms of the Improvement Agreement to require 1177 Bay Harbor, LLC to undertake an expanded scope of work in the Kayak Park;

WHEREAS, in exchange for 1177 Bay Harbor, LLC undertaking an expanded scope of work in the Kayak Park, the Town Council has agreed to allow 1177 Bay Harbor, LLC to request extended construction hours for all work associated with the construction of the 1177 Kane Concourse development in order to encourage the timely completion of both the Kayak Park improvements and the 1177 Kane Concourse development;

WHEREAS, the Town Council hereby finds the terms reflected in the letter 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 terms of the letter related to the development of the Kayak Park and the construction hours for the 1177 Kane Concourse development, attached hereto as Exhibit A, and subject to the review and approval of the Town Attorney, is hereby authorized and approved.

Section 4. 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 5. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 6. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this _____ day of January, 2026.

Motion By: _____
Second By: _____

FINAL VOTE:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Joshua D. Fuller	_____
Council Member Molly Diallo	_____
Council Member Teri D'Amico	_____
Council Member Eric Rappaport	_____t
Council Member Robert H. Yaffe	_____

_____
ISAAC SALVER

MAYOR

ATTEST:

_____
EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GREENSPOON MARDER LLP. TOWN ATTORNEYS
BY: MORRIS G. (SKIP) MILLER.

BERCOW
RADELL
FERNANDEZ
LARKIN +
TAPANES
ZONING, LAND USE AND
ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6229 office
305.377.6222 fax
gpenn@brzoninglaw.com

VIA ELECTRONIC MAIL

January 8, 2026

Lindsley Noel, Town Manager
Town of Bar Harbor Islands
1030 95th Street, Trailer 2
Bay Harbor Islands, FL 33154

Re: Modification of "Improvement Agreement" for 1177 Kane Concourse.

Dear Mr. Noel:

Our client, 1177 Bay Harbor Islands, LLC (the "Owner") is the owner and developer of the "1177 Kane Concourse" mixed-use development under construction on the northeast corner of Kane Concourse and W. Bay Harbor Drive. As you know, the Town Council approved an "Improvement Agreement" at its April 9, 2025 meeting designed to accelerate two important Town projects[1] as well as the completion of the 1177 Kane Concourse development. Please consider this letter our request for the modification of the Improvement Agreement as related to park improvements. As previously discussed and outlined on the exhibits, the Owner has agreed to significantly increase the scope of the park improvements.

Kayak Park. The Town and the Owner's predecessor in interest entered into a "Development Agreement" with an effective date of April 6, 2020 and recorded at Official Record Book 31883, Page 4082 of the Public Records of Miami-Dade County, Florida. Section 11 of the Development Agreement required the Owner to deed Lot 32, Block 3 of the Bay Harbor Island Subdivision, recorded at Plat Book 46, Page 5 of the Public Records of Miami-Dade County, Florida, (the "Kayak Park Parcel") to the Town for a public park. The Kayak Park Parcel has been

[1] One of the two Town projects covered by the Improvement Agreement was an extension of a sewer upgrade. The second project involves the park improvements discussed in this letter.

deeded to the Town. Section 12.2 of the Development Agreement further required the Owner to provide the Town with a payment of $500,000 for park improvements. The payment has been made.

Original Kayak Park Improvements. Under the terms of the Improvement Agreement, the Owner agreed, subject to the Town obtaining all necessary permit approvals, to undertake the following work in the Kayak Park:

a) Install a concrete slab of sufficient size and depth to accommodate a shade structure of no greater than ten (10) feet by ten (10) feet.
b) Construct a five (5) foot wide concrete path of running from West Bay Harbor Drive to both the shade structure concrete slab and the seawall.
c) Remove the existing curb and replace the same with a valley gutter.
d) Develop an asphalt vehicular drop off area sufficient to accommodate a single vehicle (approximately ten (10) feet wide and no less than thirty-five (35) feet in length) providing access from West Bay Harbor Drive.

Under the terms of the Improvement Agreement, any delays associated with the park improvements will have no impact on the Town's issuance of certificates of occupancy for the 1177 Kane Concourse Project. In other words, the Owner's work on the Town's behalf was not tied to the completion of the 1177 Kane Concourse development.

Original Extended Hours of Construction. In exchange for undertaking the additional work on behalf the Town, the Owner was granted the opportunity to request extended construction hours for "interior work" on the 1177 Kane Concourse Project as follows: 6:00 AM to 9:00 PM, Monday through Friday, and 8:00 AM to 9:00 PM on Saturdays, excluding Town-recognized holidays. "Interior work" was limited to construction activities undertaken within any fully enclosed portions of the 1177 Kane Concourse project.

Expanded Kayak Park Work. We understand that the Town is interested in the Owner undertaking expanded work in the Kayak Park in exchange for the Owner's ability to request additional construction hours for the final work on the 1177 Kane Concourse development. Our team has reviewed the Town's plans (attached as Exhibit D to this letter) and scope of work and has agreed to modify the scope of the Improvement Agreement as reflected on Exhibit A to this letter. All work undertaken by the Owner will be subject to the qualifications and assumptions listed in Exhibit A.

That expanded scope under the terms of this letter would include significant additional work in the Kayak Park, including the construction of a new vehicular entry and gate, development of a new parking lot, installation of new water line, construction of expanded concrete pads and shade structure, and installation of new landscaping. The cost of this work is estimated to exceed the original scope by approximately **$471,000**.

Given the nature of the expanded work, we currently estimate the timeline for completion at 200 days following commencement. The Owner has agreed to commence construction within thirty (30) days of the issuance of the necessary permits and continue in good faith, subject to delays associated with "Force Majeure Events." In no event shall "Force Majeure Event" include economic hardship or financial inability to perform.

Exhibit B, attached, reflects work on the Kayak Park that will be undertaken by others. Exhibit C, also attached, reflects the elements of the project that will be provided by the Town, including, but not limited to, providing all necessary permit drawings, making the Town's architect available for the Owner's representatives, conducting some survey work, soil testing, obtaining all permits, and paying all permit fees.

As with the existing Improvement Agreement, any delays associated with the Park Improvements will have no impact on the Town's issuance of certificates of occupancy for the 1177 Kane Concourse Project which will likely issue well in advance of the completion of the park.

New Extended Hours of Construction. In exchange for this additional work, the Owner would be granted the opportunity to request extended construction hours for all work, both interior and exterior, on the 1177 Kane Concourse Project as follows: 6:00 AM (no truck deliveries or use of heavy equipment along West Bay Harbor Drive or 97 Street until 7:00 AM) to 9:00 PM, Monday through Friday, and 8:00 AM to 9:00 PM on Saturdays, excluding Town-recognized holidays.

We are approaching the completion of the project, so the extent of the remaining work exterior to the building will likely be minor in nature. As of the date of this letter, the exterior work is approaching completion. We are targeting the issuance of a temporary certificate of occupancy for the residential component by the end of January 2026.

Phased Certificates of Occupancy. The Town would further facilitate the issuance of phased certificates of occupancy allowing the final installation of building signage as part of the

final certificate of occupancy for the overall development. The residential and parking components are anticipated to be the first completed phase of development, with the commercial elements to follow.

Conclusion. We respectfully request the approval of the modifications reflected above and on the attached Exhibits. If you need any additional information, please let me know, I can be reached via phone at (305) 377-6229 or gpenn@brzoninglaw.com.

Sincerely,

Graham Penn

Exhibit A -- Scope of Work By 1177 Bay Harbor Islands, LLC ("1177 BHI")

Qualifications and Assumptions by 1177 BHI

The scope provided by 1177 BHI is within the property line except for the new landscape along the south side and north side. All of scope from the seawall west, inclusive of the dock, is by others. All work outside of the property line along the east is by others, inclusive of sidewalk, curbs, signs, pavers, communication structure, and utilities items and relocations is not part of 1177 BHI scope and is by others. Except for items identified in the scope below, all work outside of the property line is by the others.

If the new trees at the south and east side are found to conflict with any underground or overhead utilities, the TBHI will take on the scope for said landscape area. The town may choose to relocate the trees to within the property line to a location that is not in conflict. 1177 BHI would keep said landscape within their scope at that point.

Expanded Scope of Work by 1177 BHI

1. New proposed drop curb, "F" curbs, and aprons only at entry curb at West Bay Harbor Drive (the east sidewalk will be by others and the Town of Bay Harbor Islands (the "TBHI") will perform and abut the remainder of the curbs and sidewalk located to the south of the entry apron).

2. Install the new water line from the east back flow preventer to the new kayak rack washdown station.

3. Provide a reduced pressure zone and hose bib at the washdown station.
    a. TBHI to provide specs or details for the hose bib, including whether there is a bracket and whether the hose bib is tamper proof.
    b. 1177 BHI will provide a 1" line as per the civil drawings and not as per the conflicted drawing calling out a 2" line.

4. New proposed 6' high double swing aluminum gate at new entry curb. The TBHI will choose from the standard colors and finishes offered by the vendor. Custom colors and finishes are not included. New double swing gates are shown to swing in. Based on new elevations, they may not clear the sloped driveway. May want to consider jogging the gates in clear ramp. See section C, C5.01.

5. New proposed two vehicle parking lot, including one ADA space, with asphalt driveway. Includes striping as per C7.01, two adhered concrete parking wheel stops, ADA signage, *No Parking sign*.

6. New proposed 6' high aluminum perimeter fence at the east and south sides only. The TBHI will choose from the standard colors and finishes offered by the vendor. Custom colors and finishes are not included. The TBHI is responsible for relocating any existing utilities found to be in conflict with the fence the location of the posts if they utilities cannot be avoided. This will require the fence location to be adjusted or for a section of the fence to be left out and installed when the TBHI relocates such utilities.

7. New proposed 5' wide concrete sidewalk connecting to the asphalt driveway, running west to the sea wall, and section running south to the shade structure slab.

8. New proposed 28'x3' concrete pad for kayak racks.

9. Provide one kayak rack as specified in the drawings or like.

10. New proposed 10'x6' concrete pad for wash down area.

11. New proposed shade structure as per *Canopy Awnings FL* proposal date 11/6/25 provided by the TBHI. This subcontractor is to provide a turn-key scope to provide the shade structure including foundation, columns, permits, and engineering captured in the pricing provided by the TBHI.

12. Provide earthwork to the new profile elevations along with berms at the north and south perimeters within the private property. The drawings do not identify the underground conditions. A geotechnical report of the property has not been provided by the TBHI. Removable of any subsurface structure, concrete, unsuitable soils, or unforeseen items is the responsibility of the TBHI.

13. Provide new landscape along the north, east, and south side of the park.
    a. The TBHI understands and releases 1177 BHI and its contractor of any liability for the installation of the trees within the permissible sphere of clearance requested by FPL as noted by the landscape designer.
    b. The scope excludes relocation of any trees off-site locations.
    c. The scope excludes all landscaping maintenance past the final completion of the scope and review by the TBHI.

14. Trim existing palms and trees along the north and south side as per plans. None of the landscaping will be maintained by 1177 BHI or its contractor post completion of the park.

15. Provide irrigation system as per the drawing L301.
    a. The location of the new proposed T, off the new water line, will be determined by a route that is not in conflict with existing subsurface utilities, structures, or other items. The TBHI is responsible for the water and for ensuring that it is adequate and complies with all items noted in L301.
    b. Tie-in of the existing irrigation along Kane Concourse (south side) is by others.

16. Provide electrical service and equipment as per E-1 from the new meter can box into the property.
    a. The TBHI is responsible for the service connection from POC into the meter box and for providing the meter.
    b. The TBHI will finalize and close out the electrical sub permit, by the contractor, without a power connection, meter, or service in place by others.

17. 1177 BHI will perform all survey work necessary for the above scope of work.

18. This scope excludes cost for the removal of any existing utilities, telecom, gas, or drainage systems and structures found within the property.

19. The scope excludes hazardous material removal from the existing site.

20. The scope excludes all soil testing.

21. The scope excludes any site furnishings.

22. Excludes all equipment and items not listed under this scope summary.

Exhibit B -- Scope of Work By Others

1. All work related to utilities.

2. All work outside of the property line is by the others with the exception of landscape along the south, north, and as per the drawings and the Q&A's.

3. New proposed 5' concrete sidewalk along West Bay Harbor Drive, extending from the north property line, existing vegetation, continuing south to, and including, the proposed ADA warning pad. Existing concrete pad, to the west of the proposed sidewalk, to remain, is by others.

4. All relocation of existing top/pad, west of the new sidewalk, is by the others. All other items in the path of the new sidewalk, inclusive of the fire hydrant, light pole, communications box, and hand hold box are the responsibility of others. The pole with solar panel will be removed/relocated by the others.

5. Provide pavers at the south end of the new sidewalk abutting to existing sidewalk and the new ADA warning pad. New pavers will be matched based on market availability and will not be worn as the existing pavers. Size, shape, and color may vary based on availability.

6. Relocated aluminum pedestrian crossing symbol sign (non-illuminated) and arrow down sign.

7. Replace the water meter box at south side of the new sidewalk, abutting the crosswalk.

    a. The Town of Bay Harbor Islands ("TBHI") is confirm that that this water meter only serves the park.
    b. Plans only show a new water meter box and do not call for a new 1" meter. Will provide a reducer to 1" and replace the meter box.
    c. The water meter is to be provided by the TBHI.
    d. The water service accounts are by the TBHI.
    e. Water line at Existing Backflow Preventer, could potentially be feeding the existing irrigation system along Kane Concourse. There is an irrigation clock and similar line exiting the site at the southwest corner next to the bridge. Connection or reconnection to any other line is excluded and is not part of the scope by 1177 BHI.

f. Conveyance package for water service to be handled by the Town of Bay Harbor Islands (TBHI).
g. All applications, permitting, and fees, associated with the water service are by the TBHI.
h. Remove existing back flow preventer located in the grass area west of the proposed new sidewalk is by others. The TBHI is to verify if abandoned and is responsible for any additional work associated with lines found within the property and associated with this back flow preventor.

8. Tie-in of the existing irrigation along Kane Concourse (south side) to the new irrigation line is by others.

9. Any dock improvements are by others.

10. All work under the DERM permit is by others.

Exhibit C -- Items provided by the Town of Bay Harbor Islands (“TBHI”)

1. Provide the drawings as needed.
2. The TBHI will provide an architect CA for the project.
3. The CA will respond to all Requests for Information within 48 hours.
4. The TBHI will provide the GC with access to the design consultants.
5. All permits are to be provided by the TBHI.
6. All permit fees are by the TBHI.
7. Any master permit revision is the responsibility of the TBHI.
8. All required MOT fees and permits will be paid by the TBHI.
9. All monument and utilities surveying will be provided by the TBHI.
10. All specialty inspectors by the TBHI.
11. All soils testing is by the TBHI.
12. All strength testing is by the TBHI.
13. All density testing is by the TBHI.
14. Establishment of water service and account.

Exhibit D

9600 W. BAY HARBOR DR. KAYAK PARK

BAY HARBOR ISLANDS, FL 33154

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).

PERMIT SET

DATE OF ISSUE: OCTOBER 2025

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FLORIDA 33154
Phone: (305) 866-6241

TOWN COUNCIL

Isaac Salver	Mayor
Stephanie Bruder	Vice Mayor
Joshua D. Fuller	Council Member
Molly Diallo	Council Member
Teri D'Amico	Council Member
Eric Rappaport	Council Member
Robert H. Yaffe	Council Member

ADMINISTRATION/STAFF

Lindsley Noel	Town Manager
Randy L. Daniel, P.E., PMP, CFM	Town Engineer

PROJECT LOCATION

SECTION 27, TOWNSHIP 52 S, RANGE 42 E

LOCATION MAP

N.T.S.

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

TICKET NUMBER: 11 9206233

INDEX OF DRAWINGS

SHT #	DWG #	SHEET TITLE
1	C0.00	COVER
2	C1.01	GENERAL NOTES
3	C2.01	EXISTING CONDITIONS
4	C3.01	SITE PLAN
5	C4.01	PAVING GRADING AND DRAINAGE PLAN
6	C5.01	TYPICAL CROSS SECTIONS
7	C6.01	CONSTRUCTION DETAILS
8	C6.02	CONSTRUCTION DETAILS
9	C7.01	SIGNAGE AND PAVEMENT MARKINGS PLAN AND DETAILS
10	C8.01	STORMWATER POLLUTION PREVENTION PLAN
11	C8.02	STORMWATER POLLUTION PREVENTION DETAILS
12	L1.01	LANDSCAPE PLAN
13	L1.02	LANDSCAPE DETAILS
14	L1.03	TREE DISPOSITION PLAN
15	L3.01	IRRIGATION PLAN
16	L3.02	IRRIGATION DETAILS
17	L3.03	IRRIGATION SPECIFICATIONS
18	C9.00	KAYAK LAUNCH COVER SHEET
19	C9.01	GENERAL NOTES
20	C9.02	EXISTING CONDITIONS
21	C9.03	PROPOSED KAYAK LAUNCH PLAN
22	C9.04	PROPOSED SECTIONS
23	C9.05	TIMBER FRAMING DETAILS
24	C9.06	MISCELLANEOUS DETAILS
25	C9.07	PROPOSED KAYAK LAUNCH DETAILS (BY OTHERS)
26	E1.01	ELECTRICAL SITE PLAN

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

cma
chen moore and associates
786.497.1500

REGISTRATION
GREGORY A. MENDEZ, PE
No. 64716
STATE OF FLORIDA
PROFESSIONAL ENGINEER
SIGNATURE DATE: 10/13/2025

PROJECT NUMBER

CLIENT PROJECT NUMBER

DRAWING NUMBER
C0.01

GENERAL NOTES

1. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO PROTECT EXISTING UTILITIES WHETHER SHOWN OR NOT.
2. THE CONTRACTOR SHALL NOTIFY THE OWNER IN ADVANCE OF MAKING ANY CONNECTION TO A NACTIVE PIPELINE OR UTILITY SYSTEM.
3. ALL EXISTING UTILITIES SHALL BE MAINTAINED IN SERVICE DURING CONSTRUCTION UNLESS APPROVED OTHERWISE IN WRITING BY THE UTILITY OWNERS.
4. ALL DEVIATIONS FROM PLANS ARE TO BE APPROVED IN WRITING PRIOR TO CONSTRUCTION AND FOR ALL INSPECTIONS AND TESTING.
5. THE OWNER/ENGINEER OF RECORD MUST BE GIVEN A MINIMUM 48 HOURS NOTICE FOR ALL INSPECTIONS UNLESS OTHERWISE AGREED UPON.
6. EXISTING SECTION CORNERS AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE MAINTAINED BY THE CONTRACTOR AND/OR RESET AFTER CONSTRUCTION UNDER CERTIFICATION BY A FLORIDA REGISTERED SURVEYOR.
7. THE EXISTING ELEVATIONS SHOWN HEREIN ARE FOR THE PURPOSE OF INDICATING THE GROUND ELEVATION ONLY AT THE POSITION SHOWN AND IN NO WAY SHOULD INDICATE ELEVATION AT ANY OTHER POINT OTHER THAN THAT SHOWN.
8. THE CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC (M. O.T.) FOR ANY WORK PERFORMED ON PUBLIC RIGHT-OF-WAY. CONTRACTOR SHALL COORDINATE WITH APPLICABLE AGENCIES (MIAMI-DADE COUNTY, TOWN OF BAY HARBOR ISLANDS, ETC.) PRIOR TO ANY WORK REQUIRING M.O.T. CONTRACTOR IS REQUIRED TO PREPARE ANY REQUIRED M.O.T. PLANS AND RECEIVE REGULATORY APPROVAL/PERMITS AS REQUIRED.
9. THE WORDS 'NEW', 'PROPOSED', 'INSTALL', 'PROVIDE', OR WORDS WITH SIMILAR MEANING, ON ANY PART OF THESE CONSTRUCTION DOCUMENTS, SHALL BE INTERPRETED, UNLESS OTHERWISE SPECIFICALLY STATED, TO MEAN FURNISHING AND INSTALL, COMPLETE IN PLACE AND READY FOR SERVICE.
10. EXISTING GRADES WERE TAKEN FROM THE BEST AVAILABLE DATA. AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH CURRENT SITE CONDITIONS, AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER OF RECORD PRIOR TO STARTING WORK.
11. IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD.
12. THE CONTRACTOR SHALL PREPARE AND SUBMIT SHOP DRAWINGS FOR ALL ITEMS FOR REVIEW BY THE ENGINEER OF RECORD AND/OR APPLICABLE REGULATORY AGENCIES AS REQUIRED. THE CONTRACTOR SHALL DEVELOP A SHOP DRAWING LOG AND SUBMITTAL SCHEDULE FOR REVIEW AND APPROVAL BY THE ENGINEER OF RECORD PRIOR TO COMMENCEMENT OF CONSTRUCTION. SHOP DRAWINGS SHALL BE PROVIDED AS COMPLETE PACKAGES (WATER, SEWER, PAVING ETC.) AND SHALL HAVE BEEN REVIEWED AND STAMPED BY CONTRACTOR PRIOR TO SUBMITTAL TO THE ENGINEER OF RECORD. ENGINEER OF RECORD WILL CONDUCT UP TO TWO (2) SHOP DRAWING REVIEWS. ADDITIONAL REVIEWS MAY BE CONDUCTED AT THE CONTRACTOR'S EXPENSE.
13. ALL EXCAVATED MATERIAL REMOVED FROM THIS PROJECT SHALL BE DISPOSED OF PROPERLY BY THE CONTRACTOR'S EXPENSE.
14. ALL GRASS AREAS AFFECTED BY CONSTRUCTION SHALL BE RE-SODDED AND MATCH EXISTING ADJACENT SOD UNLESS OTHERWISE SPECIFIED.
15. TEMPORARY PATCH MATERIAL MUST BE ON THE JOB SITE WHENEVER PAVEMENT IS CUT, OR THE INSPECTOR MAY SHUT THE JOB DOWN.
16. CONTRACTOR SHALL NOTIFY LAW ENFORCEMENT AND FIRE PROTECTION SERVICES TWENTY-FOUR (24) HOURS IN ADVANCE OF DETOUR, AS APPLICABLE, IN ACCORDANCE WITH SECTION 336.048 OF FLORIDA STATUTES. CONTRACTOR SHALL ENSURE FIRE PROTECTION SERVICES ACCESS TO CONSTRUCTION FACILITIES AND ADJACENT BUILDINGS AS NECESSARY AT ALL TIMES.
17. COMPLETE AS-BUILT INFORMATION RELATIVE TO LOCATION AND DEPTH OF PIPES, CLEANOUTS, ETC. SHALL BE ACCURATELY RECORDED BY THE CONTRACTOR AND PROVIDED TO THE ENGINEER, OWNER, AND UTILITY PRIOR TO FINAL ACCEPTANCE OF THE WORK. AS-BUILT SURVEY SHALL BE SIGNED AND SEALED BY A STATE OF FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. AS-BUILTS SHALL ADDITIONALLY BE PROVIDED IN CAD FORMAT UPON COMPLETION OF THE PROPOSED PROJECT.
18. EXISTING CONDITIONS PRESENTED ARE BASED ON A TOPOGRAPHIC SURVEY PERFORMED BY LONGITUDE SURVEYORS, PROJECT NO. 22125.1, DATED 05/25/2022. ADDITIONAL INFORMATION WAS OBTAINED FROM AS-BUILTS AND RECORD DRAWINGS PROVIDED BY UTILITY COMPANIES.

APPLICABLE CODES

1. GENERAL
   ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS, TOWN OF BAY HARBOR ISLANDS PUBLIC WORKS FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE.
2. CONSTRUCTION SAFETY
   ALL CONSTRUCTION SHALL BE PERFORMED IN A SAFE MANNER, STRICTLY ADHERING TO THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), SHALL BE STRICTLY OBSERVED.
3. TRENCH SAFETY ACT
   A. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE STATE OF FLORIDA TRENCH SAFETY ACT.
   B. WHERE EXCAVATIONS TO A DEPTH IN EXCESS OF FIVE FEET (5') ARE REQUIRED, THE CONTRACTOR SHALL INCLUDE THE FOLLOWING INFORMATION IN THE BID
      1) A REFERENCE TO THE TRENCH SAFETY STANDARDS THAT WILL BE IN EFFECT DURING THE CONSTRUCTION OF THE PROJECT
      2) WRITTEN ASSURANCES BY THE CONTRACTOR PERFORMING THE TRENCH EXCAVATION THAT SUCH CONTRACTOR WILL COMPLY WITH THE APPLICABLE TRENCH SAFETY STANDARDS
      3) A SEPARATE ITEM IDENTIFYING THE COST OF COMPLIANCE WITH THE APPLICABLE TRENCH SAFETY STANDARDS
   C. WHERE A BID IS NOT SUBMITTED, THE CONTRACTOR SHALL SUBMIT THE INFORMATION LISTED IN ITEM 2 TO THE ENGINEER OF RECORD PRIOR TO STARTING WORK.
4. SURVEY DATA
   A. ALL ELEVATIONS ON THE PLANS AND REFERENCED IN THE SPECIFICATIONS ARE BASED ON NGVD 1929 DATUM.

   For Vertical Control:
   All elevations shown hereon are based on the National Geodetic Vertical Datum of 1929 (NG.V.D. '29), and Benchmark(s) supplied by the Public Works and Waste Management Department of Miami-Dade County, Florida.

   Benchmark: R-243 Elevation: +6.61' (N.G.V.D. '29)
   Loc: 66 SF (KANE CONCOURSE) ---0' NORTH OF NORTH CURB LINE
   Loc:2 E BROADWAY DRIVE --- 150'+/- EAST OF C/L
   DESCRIPTION: US C & G/BRASS DISC IN TOP OF GUARD RAIL BASE AT NW CORNER OF BRIDGE OVER BAY HARBOR WATERWAY.

   Benchmark: S-243 Elevation: +11.77' (N.G.V.D. '29)
   Loc1: 96 SF (KANE CONCOURSE)--- 52' SOUTH OF SOUTH CURB
   Loc2: BAY DRIVE --- 229'+- WEST OF INTERSECTION
   DESCRIPTION: US C & G/BRASS DISC IN SIDEWALK AT SE CORNER OF BRIDGE OVER INDIAN CREEK.

PRECONSTRUCTION RESPONSIBILITIES

1. UPON RECEIPT OF NOTICE OF AWARD AND AFTER OBTAINING AN ENGINEERING CONSTRUCTION PERMIT FROM THE TOWN, THE CONTRACTOR SHALL ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE THE CONTRACTOR AND THE ENGINEER OF RECORD.
2. THE CONTRACTOR SHALL OBTAIN A "SUNSHINE ONE CALL" CERTIFICATION NUMBER AND NOTIFY THE UTILITIES DEPARTMENT AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION.
3. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION. Responsibility of the Town of Bay Harbor Islands (TBHI).
4. EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER OF RECORD ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN. Responsibility of the Town of Bay Harbor Islands (TBHI).
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES FOR WHICH IT FAILS TO REQUEST LOCATIONS FROM THE UTILITY OWNER. THE CONTRACTOR IS RESPONSIBLE AS WELL FOR DAMAGE TO ANY EXISTING UTILITIES WHICH ARE PROPERLY LOCATED.
6. IF UPON EXCAVATION, ANY EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD.

INSPECTIONS/TESTING

1. THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER OF RECORD AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO THE INSPECTION OF THE FOLLOWING ITEMS:
   A. WATER SYSTEM
   B. SEWER SYSTEM
   C. SUB-GRADE
   D. LIMEROCK BASE
   E. ASPHALTIC CONCRETE/PAVING
   F. SUBSTANTIAL COMPLETION
   G. FINAL COMPLETION
2. CONTRACTOR SHALL COORDINATE ALL REQUIRED INSPECTIONS WITH APPLICABLE REGULATORY AGENCIES AND OWNER AS NECESSARY. THE ENGINEER OF RECORD OR DESIGNEE WILL PROVIDE PERIODIC SITE VISITS TO OBSERVE CONSTRUCTION.
3. THE ENGINEER OF RECORD OR DESIGNEE SHALL BE PRESENT FOR ALL REQUIRED TESTING. PRIOR TO ANY FINAL TESTING, THE CONTRACTOR SHALL HAVE PERFORMED PRELIMINARY TESTING TO CONFIRM THE CONSTRUCTION HAS BEEN COMPLETED TO MEET THE TESTING REQUIREMENTS. ADDITIONAL TESTING REQUIRED FOR ANY FAILED TESTS TO BE WITNESSED BY THE ENGINEER OF RECORD OR DESIGNEE MAY BE CONDUCTED AT THE CONTRACTOR'S EXPENSE.

SHOP DRAWINGS

1. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE THE ENGINEER OF RECORD WITH A SHOP DRAWING LOG AND SUBMITTAL SCHEDULE FOR REVIEW. SHOP DRAWINGS SHALL BE PROVIDED IN ELECTRONIC PACKAGES FOR THE COMPLETE INSTALLATION/CONSTRUCTION (WATER AND SEWER, PAVING ETC.).
2. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED BY THE ENGINEER OF RECORD FOR STRUCTURES AND ACCESS DORES. CATALOG LIT ERATURE SHALL BE SUBMITTED FOR PIPES, FITTINGS, VALVES, PAINT IMANCES, SOILS AND MIX DESIGNS.
3. PRIOR TO SUBMITTING SHOP DRAWINGS TO THE ENGINEER OF RECORD, THE CONTRACTOR SHALL REVIEW AND APPROVE THE DRAWINGS, AND SHALL NOTE IN RED ANY DEVIATIONS FROM THE ENGINEER OF RECORD'S PLANS OR SPECIFICATIONS. ENGINEER OF RECORD WILL CONDUCT UP TO TWO (2) SHOP DRAWING REVIEWS. ADDITIONAL REVIEWS MAY BE CONDUCTED AT THE CONTRACTOR'S EXPENSE.
4. INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOGUE LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.

TEMPORARY FACILITIES

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FOR THE SAFETY AND SECURITY OF THE CONSTRUCTION SITE DURING NON-WORKING HOURS. ALL EQUIPMENT AND MATERIALS SHALL BE STORED IN THE AREA(S) AND IN A MANNER AS DIRECTED BY THE ENGINEER OF RECORD.
2. TRAFFIC REGULATIONS
   A. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE PERMIT ISSUED AND THE AUTHORITY HAVING JURISDICTION (FDOT, MIAMI-DADE COUNTY, TOWN OF BAY HARBOR ISLANDS, ANDS, ETC.)
   B. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
   C. NO TRENCHES OR HOLES NEAR WALKWAYS OR IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHT TIME HOURS WITHOUT EXPRESS PERMISSION OF THE OWNER.
   D. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MAINTENANCE OF TRAFFIC AND SAFETY OF THE PROJECT SITE DURING CONSTRUCTION UNTIL FINAL COMPLETION AND ACCEPTANCE.

PROJECT CLOSEOUT

1. CLEANING UP
   A. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.
   B. THE CONTRACTOR SHALL REPAIR OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER OF RECORD OR THE OWNER, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED AS A RESULT OF WORK, EQUIPMENT, EMPLOYEES OR THOSE OF ITS SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL OR BETTER TO THE EXISTING CONDITION IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS TO THIS END, THE CONTRACTOR SHALL DO ALL NECESSARY HIGHWAY OR DRIVEWAY, WALK AND LANDSCAPING WORK IN A NEAT AND CAREFUL MANNER WHEN TYING INTO EXISTING ADJACENT AREAS. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.
   C. WHERE MATERIALS OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCHBASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
2. PROJECT RECORD DOCUMENTS
   A. THE CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF WORK ITEMS COMPLETED.
   B. ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR SUB-GRADE SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO PLACING LIMEROCK BASE MATERIAL.
   C. ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR LIMEROCK SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO PLACING ASPHALT PAVING.
   D. ALL "AS-BUILT" INFORMATION SUBMITTED TO THE ENGINEER OF RECORD SHALL BE SUFFICIENTLY ACCURATE, CLEAR AND LEGIBLE TO SATISFY THE ENGINEER OF RECORD THAT THE INFORMATION PROVIDED IS A TRUE REPRESENTATION OF THE ACTUAL INSTALLATIONS EXECUTED.
   E. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD COMPLETE SETS OF "AS-BUILT" CONSTRUCTION DRAWINGS AS REQUIRED FOR SUBMITTAL AND APPROVAL. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONED LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS AND SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR.
   F. ALL "AS-BUILT" INFORMATION ON ELEVATIONS OF PAVING AND DRAINAGE SHALL BE CERTIFIED BY A FLORIDA REGISTERED LAND SURVEYOR.

DEMOLITION NOTES

1. DRAIN, PURGE, OR OTHERWISE REMOVE, COLLECT, AND DISPOSE OF CHEMICALS, GASES, EXPLOSIVES, ACIDS, FLAMMABLES OR OTHER DANGEROUS MATERIALS BEFORE PROCEEDING WITH DEMOLITION OPERATIONS.
2. CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES. CONTRACTOR SHALL PREPARE AND COORDINATE WITH THE OWNER A CONSTRUCTION PHASING PLAN TO MINIMIZE IMPACT TO ADJACENT FACILITIES AND BUILDINGS PRIOR TO ANY DEMOLITION WORK.
3. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER ADJACENT OCCUPIED OR IN-USE FACILITIES WITHOUT PERMISSION FROM OWNER, THE TOWN AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS AS REQUIRED BY GOVERNING REGULATIONS.
4. CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND/OR FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND DEMOLITION AREA.
5. ERECT TEMPORARY PROTECTION SUCH AS ALARMS, FENCES, BARRIERS, RAILINGS, ETC. WHERE REQUIRED BY AUTHORITIES HAVING JURISDICTION.
6. PROTECT EXISTING SITE IMPROVEMENTS, APPURTENANCES, AND LANDSCAPING TO REMAIN.
7. ADJACENT IMPROVEMENTS SHALL BE CLEANED OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. ADJACENT AREAS SHALL BE REQUIRED TO BE RETURNED TO CONDITION EXISTING BEFORE START OF DEMOLITION AT NO ADDITIONAL COSTS.
8. FOR SELECTIVE DEMOLITION, USE CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES, USE HAND OR SMALL POWER TOOLS TO REMOVE FOR SAWING MASONRY TO NEAT STRAIGHT LINES.
9. DEMOLISH CONCRETE IN SMALL SECTIONS. CUT CONCRETE AT JUNCTURES WITH CONSTRUCTION TO REMAIN, USING POWER-DRIVEN MASONRY SAW OR HAND TOOLS DO NOT USE POWER-DRIVEN IMPACT TOOLS.
10. INFORMATION SHOWN ON THE DRAWINGS AS TO THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE DATA AVAILABLE TO THE ENGINEER. HOWEVER, IT CANNOT BE GUARANTEED TO BE CORRECT OR COMPLETE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, CHARACTER, AND DEPTH OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL ASSIST THE UTILITY COMPANIES, BY EVERY MEANS POSSIBLE, TO DETERMINE SAID LOCATIONS AND THE LOCATIONS OF RECENT ADDITIONS TO THE SYSTEMS NOT SHOWN.
11. REMOVAL, DEMOLITION, HAULING, AND DISPOSAL SHALL COMPLY WITH REGULATIONS BY F.D.E.P., BY WHOM ENTAL PROTECTION AGENCY (E.P.A.) AND ANY OTHER AUTHORITY HAVING JURISDICTION.
12. ALL EXISTING UTILITY MANHOLE COVERS, ELECTRICAL BOXES, METER BOXES, METERS, DRAINAGE STRUCTURES, ETC. WITHIN PROPOSED AREAS OF IMPROVEMENTS SHALL BE ADJUSTED TO FINISHED GRADE ELEVATION, UNLESS OTHERWISE NOTED.
13. ALL EXISTING STREET LIGHTING WILL REMAIN IN PLACE AND REMAIN IN SERVICE DURING CONSTRUCTION OPERATIONS. CONTRACTOR SHALL USE CARE TO ENSURE BUSSING CONDUIT, PULLBOXES, AND CONTROL ARE NOT DAMAGED DURING DEMOLITION OPERATIONS.
14. COORDINATION WITH FLORIDA POWER AND LIGHT (FPL) IS REQUIRED FOR THIS PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH THIS ENTITY.
   A. FOR ALL COORDINATION WITH FPL, CONTACT ISABELLA ARCOS.
      PHONE NUMBER: (786) 71 0-6535; TBHI to coordinate and facilitate
      EMAIL: ISABELLA.ARCOS@FPL.COM power with FPL. Temporary power to be provided by the TBHI if needed.

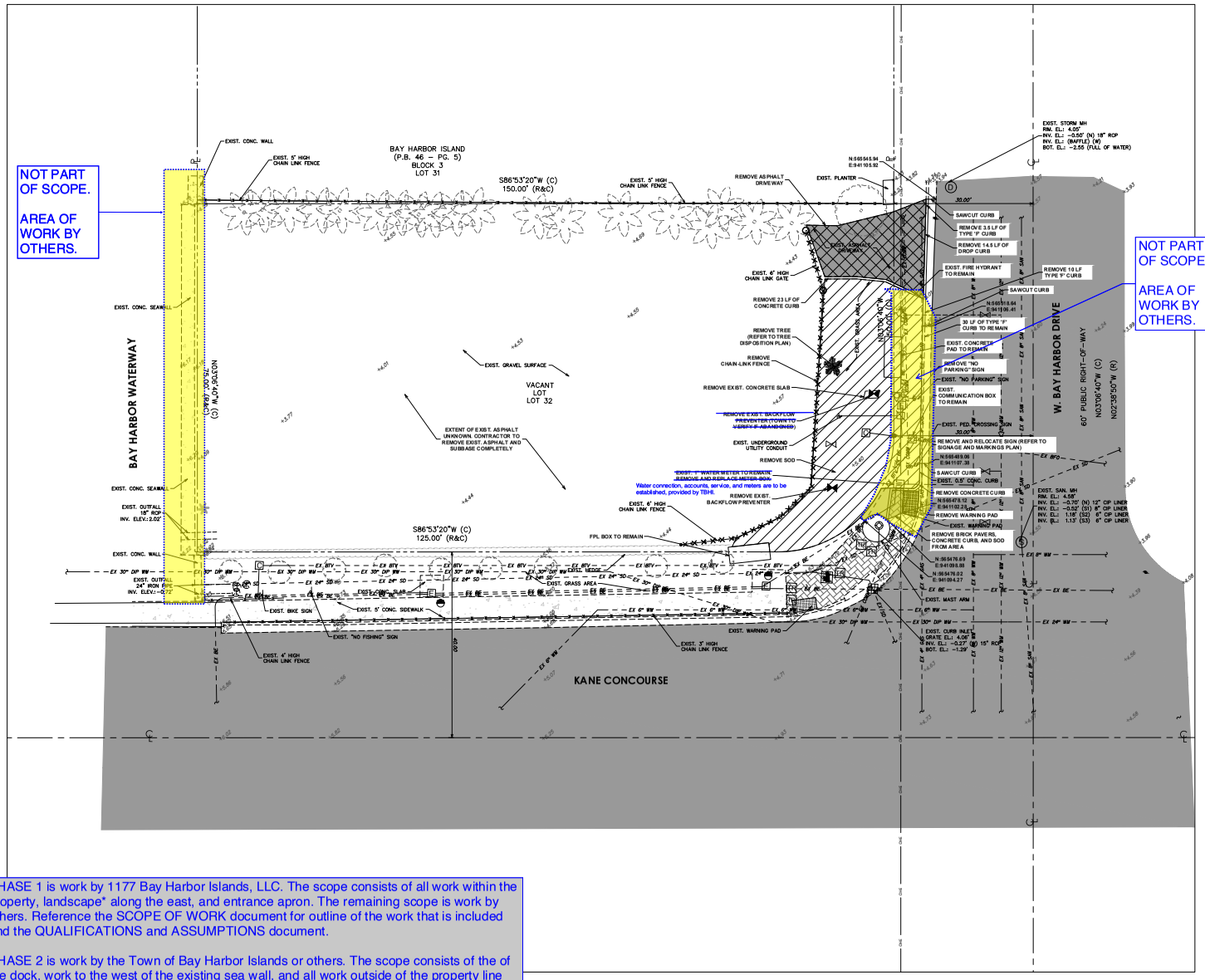
EARTHWORK

1. THE CONTRACTOR'S BID FOR EARTHWORK SHALL INCLUDE THE EXCAVATION, REMOVAL AND DISPOSAL OF ALL MATERIALS, OF WHATEVER CHARACTER, WITHIN THE LIMITS OF CONSTRUCTION.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE UNSUITABLE MATERIAL PRESENT ON-SITE AND INCLUDE THE REMOVAL AND REPLACEMENT OF SAME IN HIS BID PRICE.
3. THE CONTRACTOR SHALL MAKE HIS OWN ESTIMATE ON THE VOLUME OF MATERIAL ACTUALLY REQUIRED TO OBTAIN THE CROSS SECTIONS OR GRADES AS SHOWN ON THE PLANS.
4. THE CONTRACTOR SHALL REMOVE ALL MUCK, YIELDING MATERIAL, ROOTS, VEGETATION AND OTHER DEGRADABLE MATERIAL IN ITS ENTIRETY, WITHIN THE PAVEMENT LIMITS AND BELOW ALL STRUCTURES AND UTILITIES TO FULL EXCAVATED TRENCH WIDTH. SAID MATERIAL SHALL BE REPLACED WITH CLEAN ORGANIC FREE MATERIAL WITH ROCKS SMALLER THAN ONE INCH IN DIAMETER COMPACTED TO NOT LESS THAN 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE, AASHTO T-180 METHOD "D" WITH MAXIMUM LIFTS OF TWELVE INCHES COMPACTED THICKNESS
5. TRENCH BACKFILL AND COMPACTION SHALL FOLLOW THE PROJECT GENERAL NOTES AND DETAILS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING APPROPRIATE SAFETY PRECAUTIONS DURING EXCAVATION AND TRENCHING OPERATIONS AS REQUIRED BY THE TRENCH SAFETY ACT.
7. THIS WORK SHALL INCLUDE THE EXCAVATION OF WHATEVER SUBSTANCES THAT SHALL BE ENCOUNTERED TO THE DEPTHS AS SHOWN ON THE PLANS. EXCAVATED MATERIALS NOT REQUIRED FOR FILL OR BACKFILL SHALL BE REMOVED FROM THE WORK SITE AS DIRECTED BY THE ENGINEER OF RECORD AND SHALL BE CONSIDERED TO BE A PART OF THE BID PRICE OF THE UTILITY PIPE FOR WHICH EXCAVATION AND BACKFILL IS REQUIRED.
8. WATER SHALL NOT BE PERMITTED TO ACCUMULATE IN THE EXCAVATED AREA IT SHALL BE REMOVED BY PUMPING OR OTHER MEANS AS APPROVED BY THE ENGINEER OF RECORD. THE REMOVAL OF WATER SHALL BE CONSIDERED TO BE A PART OF THE BID PRICE OF THE UTILITY PIPE FOR WHICH EXCAVATION AND BACKFILL IS REQUIRED. CONTRACTOR TO OBTAIN DEWATERING PERMITS FROM APPLICABLE JURISDICTIONAL AGENCIES (MIAMI-DADE COUNTY, DERM, SFWMD, ETC.) IF REQUIRED. NOTE THAT WATER CANNOT BE DISCHARGED TO THE CITY'S CERTIFIED SEWER SYSTEM.
9. IF THE BOTTOM OF THE TRENCH IS ROCK, THE EXCAVATION SHALL BE CARRIED EIGHT INCHES BELOW THE INVERT OF THE PIPE AND BACKFILLED WITH THOROUGHLY COMPACTED SAND, GRAVEL, OR OTHER SUITABLE MATERIAL APPROVED BY THE ENGINEER OF RECORD.
10. ROCK EXCAVATION SHALL INCLUDE ANY ROCK ENCOUNTERED WHICH CANNOT BE REMOVED WITH A 3/4 YARD BACKHOE UNDER NORMAL OPERATING CONDITIONS. ROCK EXCAVATION SHALL BE INCIDENTAL TO CONSTRUCTION OF ALL PIPING SYSTEMS AND NO SEPARATE PAYMENT WILL BE MADE.
11. WHENEVER IT IS NECESSARY, IN THE INTEREST OF SAFETY, CONTRACTOR TO BRACE OR SHORE THE SIDES OF THE TRENCH, SUCH BRACING OR SHORING SHALL BE CONSIDERED TO BE PART OF THE BID PRICE OF UTILITY PIPE FOR WHICH EXCAVATION AND BACKFILL IS REQUIRED.
12. THE CONTRACTOR SHALL FURNISH, PUT IN PLACE, AND MAINTAIN SUCH SHEETING, BRACING, AS MAY BE REQUIRED TO SUPPORT THE SIDE OF THE EXCAVATION, AND TO PREVENT ANY MOVEMENT WHICH CAN IN ANY WAY DAMAGE THE WORK OR ENDANGER ADJACENT STRUCTURES.
13. IF FIELD CONDITIONS, TYPE OF SHEETING OR CONSTRUCTION METHODS MAKE REMOVAL OF SHEETING IMPRACTICABLE, AT NO ADDITIONAL COST TO THE OWNER, THE CONTRACTOR MAY LEAVE ALL SHEETING IN PLACE. THE ENGINEER MAY REQUIRE SHEETING TO BE CUT OFF AT ANY SPECIFIED ELEVATION BUT IN NO CASE WILL ANY SHEETING BE LEFT CLOSER THAN TWO (2) FEET BELOW THE NATURAL SURFACE, NOR CUT OFF BELOW THE ELEVATION OF THE TOP OF THE PIPE.
14. AFTER PIPES, AND OTHER APPURTENANCES HAVE BEEN INSTALLED, THE TRENCH OR OPENING SHALL BE BACKFILLED WITH MATERIAL IN CONFORMANCE WITH THE PROJECT GENERAL NOTES AND DETAILS.
15. IN AREAS WHERE NO PAVEMENT IS TO BE CONSTRUCTED, THE BACKFILL ABOVE THE TWELVE INCH LINE ABOVE THE PIPE SHALL BE COMPACTED TO A FIRMNESS APPROXIMATELY EQUAL TO THAT OF THE SOIL ADJACENT TO THE PIPE TRENCH.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING REQUIRED SAFETY BARRIER AND PROTECTIVE STEEL PLATE COVERINGS FOR OPEN TRENCHES.
17. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERFORM SOIL BORINGS TO VERIFY THE LIMITS OF UNSUITABLE MATERIAL ON-SITE.

WATER NOTES

Water connection, accounts, service, and meters are to be established, provided by TBHI.

1. CONTRACTOR SHALL COORDINATE WITH OWNER BEFORE ANY WATER DEMOLITION, SHUT DOWN OR TIE-IN.
2. ~~CONTRACTOR SHALL FIELD VERIFY EXISTING WATER SERVICE LINE SIZE AND LOCATION PRIOR TO ANY NEW WATER SERVICE INSTALLATION.~~
3. ALL NEW WATER SERVICE LINE SHALL BE POLYETHYLENE (PE) PIPE.
   Water connection, accounts, service, and meters are to be established, provided by TBHI.
4. ~~CONTRACTOR SHALL PERFORM APPROPRIATE FLUSHING, PRESSURE TESTS AND DISINFECTION OF NEW WATER SERVICE AS REQUIRED BY AUTHORITY HAVING JURISDICTION IN THE AREA.~~
5. AS SOON AS THE INSTALLATION OF WATER SERVICE LINE IS COMPLETED, INCLUDING VALVES SUFFICIENT FOR CONTROL AND ANCHORED SUFFICIENTLY TO WITHSTAND ANY TEST PRESSURE, THE RUN SHALL BE THOROUGHLY CLEANED AND THE WATER SHALL BE DISCHARGED VIA DISPOSAL METHOD APPROVED BY TOWN OF BAY HARBOR ISLANDS AND MIAMI-DADE COUNTY.
6. DISINFECTION
   Water connection, accounts, service, and meters are to be established, provided by TBHI.
   A. THE WATER SERVICE SHALL BE DISINFECTED AFTER IT HAS BEEN PRESSURE TESTED AND WHILE STILL FULL OF WATER.
   B. DISINFECTION SHALL BE COMPLETED VIA CHLORINATION ACCORDING TO FLORIDA PLUMBING CODE REQUIREMENTS.
   C. A SUITABLE CHLORINATOR SHALL BE USED TO INJECT CHLORINE INTO THE LINE. ALL CONNECTIONS REQUIRED FOR THE INTRODUCTION OF CHLORINE INTO THE WATER LINES SHALL BE MADE BY THE CONTRACTOR. CHLORINE AND WATER SHALL BE INTRODUCED AT ONE END AND SHALL BE ALLOWED TO FLOW SLOWLY THROUGH THE LINES TO THE OTHER END WHERE IT SHALL BE REMOVED AND DISPOSED OF AT THE CONTRACTOR'S EXPENSE. SEVERAL POINTS OF INTRODUCTION AND REMOVAL OF CHLORINE SOLUTION MAY HAVE TO BE EMPLOYED TO GET AN EVEN DISTRIBUTION THROUGH THE ENTIRE SECTION BEING DISINFECTED.
   D. THE QUANTITY OF CHLORINE INTRODUCED SHALL BE SUCH AS TO INSURE A CONCENTRATION OF NOT LEAST 50 PARTS PER MILLION IN THE WATER FLOWING FROM THE LINE.
   E. THE CHLORINE SOLUTION SHALL BE ALLOWED TO STAND IN THE LINE FOR AT LEAST TWELVE (12) HOURS. IF REQUIRED, TO ASSIST IN ALL HARMFUL BACTERIA AT THE END OF THE REQUIRED TIME. THE CONCENTRATION OF CHLORINE IN ALL PARTS OF THE SECTION SHALL BE AT LEAST 25 PPM.
   F. ALL VALVES AND APPURTENANCES IN THE SECTION SHALL BE OPERATED AT LEAST ONCE DURING THE ABOVE PERIOD. AT THE END OF THE REQUIRED PERIOD, THE TREATED WATER SHALL BE THOROUGHLY FLUSHED FROM THE SECTION AND THE SYSTEM FILLED WITH POTABLE WATER.
   G. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION FOR COLLECTING AND TESTING SAMPLES FROM SERVICE LINE. THE CONTRACTOR SHALL PROVIDE ASSISTANCE TO THE TOWN OF BAY HARBOR ISLANDS FOR THE COLLECTION OF SAMPLES. THE SAMPLES MUST BE APPROVED BY THE TOWN OF BAY HARBOR BEFORE THE SERVICE LINE IS PLACED IN SERVICE.
   H. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY RECHLORINATION AND RETESTING THAT MAY BE REQUIRED UNTIL THE TOWN OF BAY HARBOR APPROVAL IS OBTAINED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL WATER FLUSHED FROM THE SYSTEM AND SHALL SAFEGUARD ALL ADJOINING PROPERTIES FROM DAMAGE FROM FLOODING. ALL DAMAGE CAUSED BY THE ESCAPE OF WATER SHALL BE REPAIRED AT THE EXPENSE OF PRIVATE PROPERTY FROM WATER, DAMAGE DUE TO THESE OPERATIONS. IN ADDITION, THE CONTRACTOR SHALL ASSUME COMPLETE LIABILITY FOR ANY DAMAGE WHICH WAS DIRECTLY OR INDIRECTLY CAUSED BY THESE OPERATIONS. ALL OF THE CONNECTIONS SHALL BE DISINFECTED BY THE CONTRACTOR.
   I. THE INSIDE OF EACH PIPE AND FITTING LAID BY THE CONTRACT



GRAPHIC SCALE
0 5 10 20
1 INCH = 10 FEET

LEGEND

- EXISTING LIMITS OF ASPHALT
- EXISTING WOOD FENCE
- EXISTING CHAIN OR WIRE FENCE
- EXISTING HEDGE LINE
- EXISTING TREE
- EXISTING PALM
- EXISTING ELECTRIC BOX
- EXISTING GUY WIRE
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- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING SIGN
- EXISTING SANITARY MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING CURB INLET
- EXISTING ASPHALT
- EXISTING PAVERS
- EXISTING CONCRETE
- EXISTING WARNING PAD
- REMOVE ASPHALT FROM AREA
- REMOVE SOD FROM AREA
- REMOVE MATERIAL FROM AREA
- REMOVE ITEM

EXISTING CONDITIONS NOTES:

1. EXISTING CONDITIONS PRESENTED ARE BASED ON A TOPOGRAPHIC SURVEY PROVIDED BY LONGITUDE SURVEYORS, 22128.1-S2 AND 04-23-2025. ADDITIONAL INFORMATION WAS OBTAINED FROM AS-BUILTS AND RECORD DRAWINGS PROVIDED BY UTILITY COMPANIES, G.I.S. INFORMATION AND FIELD VISITS.
2. ALL ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
3. NATIONAL GEODETIC VERTICAL DATUM OF 1929 SURVEY (NGVD) BENCHMARK USED:
   DESIGNATION = R-240
   LOC1 - 96 ST (KANE CONCOURSE) —9' NORTH OF NORTH CURB LINE
   LOC2 - E BROADVIEW DRIVE —150'+ - EAST OF C/L
   DESCRIPTION= US C & G BRASS DISC IN TOP OF GURAD RAIL BASE AT NW CORNER OF BRIDGE OVER BAY HARBOR WATERWAY.
   ELEVATION = +6.61' NGVD 29

   DESIGNATION = S-243
   LOC1- 96 ST (KANE CONCOURSE) —5.5' SOUTH OF SOUTH CURB
   LOC2 - BAY DRIVE —2.35'+ - WEST OF INTERSECTION
   DESCRIPTION= US C & G BRASS DISC IN SIDEWALK AT SE CORNER OF BRIDGE OVER INDIAN CREEK.
   ELEVATION = +11.77' NGVD 29
4. CONTRACTOR IS TO PROTECT ALL EXISTING TREES, SIGNS, AND ABOVE GROUND UTILITIES NOT IMPACTED BY THIS PLAN.

VERTICAL DATUM INFORMATION
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
CONVERSION FACTOR:
NGVD29 -1.55 = NAVD88 IN THIS AREA

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

PERMIT SET

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

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cma
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com

REGISTRATION

This item has been digitally signed and sealed by GREGORY A. MENDEZ, PE, on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ — LICENSE No. 64718 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

PROJECT INFORMATION

9600 W. BAY HARBOR DR. KAYAK PARK

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
AQ

DRAWN BY
LD

CHECKED BY
GAM

DRAWING TITLE
EXISTING CONDITIONS AND DEMOLITION

DRAWING NUMBER
C2.01
03 OF 26

Plot Date= 10/13/2025 8:17:07 AM Username: akojdaila Layout Name: C2.01
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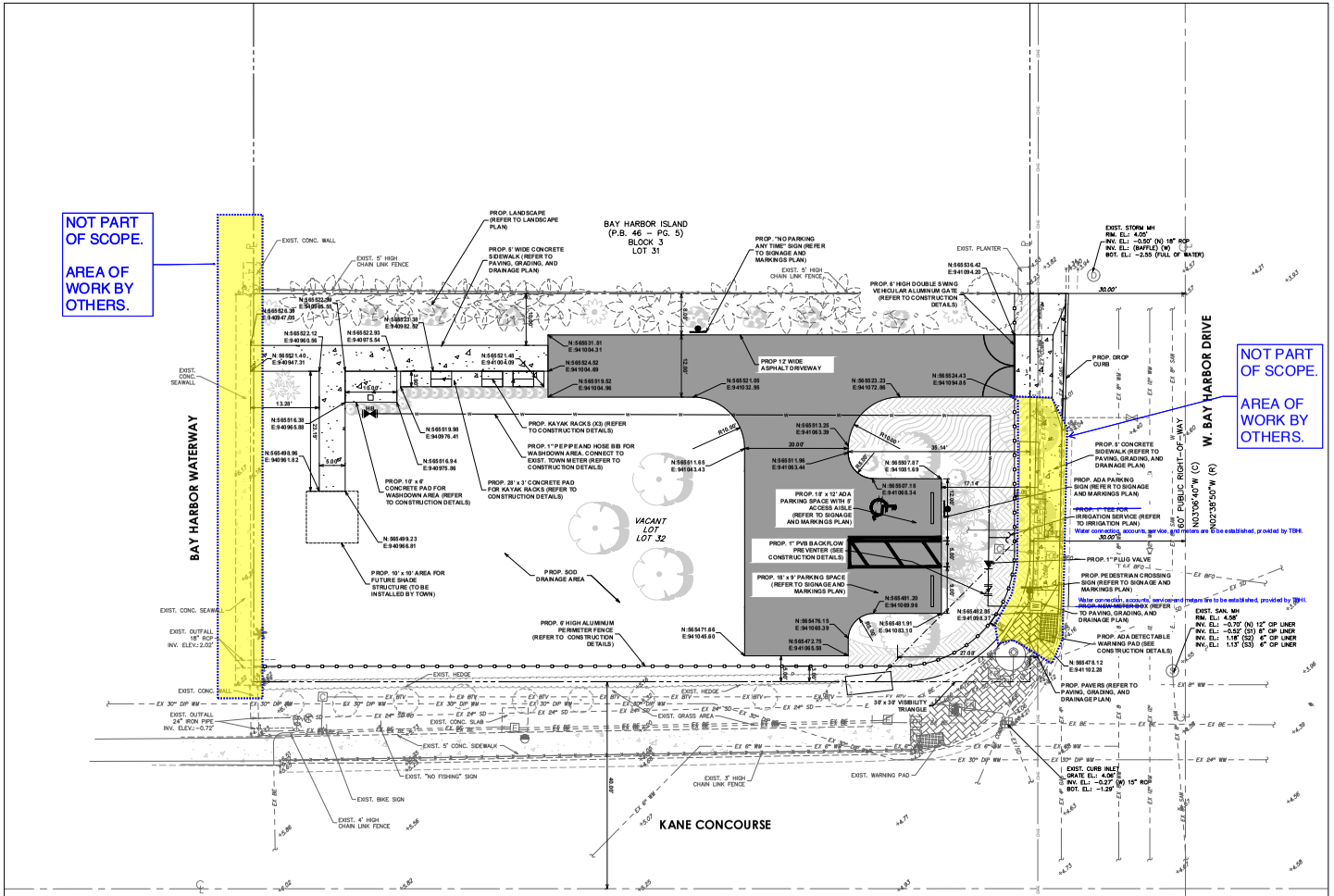

GRAPHIC SCALE
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1 INCH = 10 FEET

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- EXISTING STORM DRAIN MANHOLE
- EXISTING CURB INLET
- EXISTING PAVERS
- EXISTING CONCRETE
- EXISTING WARNING PAD
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED PAVERS
- PROPOSED WARNING PAD
- PROPOSED STREET SIGN AND POST
- PROPOSED SERVICE LINE
- PROPOSED HOSE BIB
- PROPOSED PLUG
- PROPOSED BACKFLOW PREVENTER
- PROPOSED PIPE CONTINUATION
- PROPOSED ALUMINUM FENCE
- PROPOSED ALUMINUM DOUBLE SWING GATE
- SIGHT TRIANGLE

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DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
AQ

DRAWN BY
LD

CHECKED BY
GAM

DRAWING TITLE
SITE PLAN

DRAWING NUMBER
C3.01
04 OF 26

Plot Date: 10/13/2025 8:17:17 AM Username: mcpiada Layout Name: C3.01
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NOT PART OF SCOPE.

AREA OF WORK BY OTHERS.

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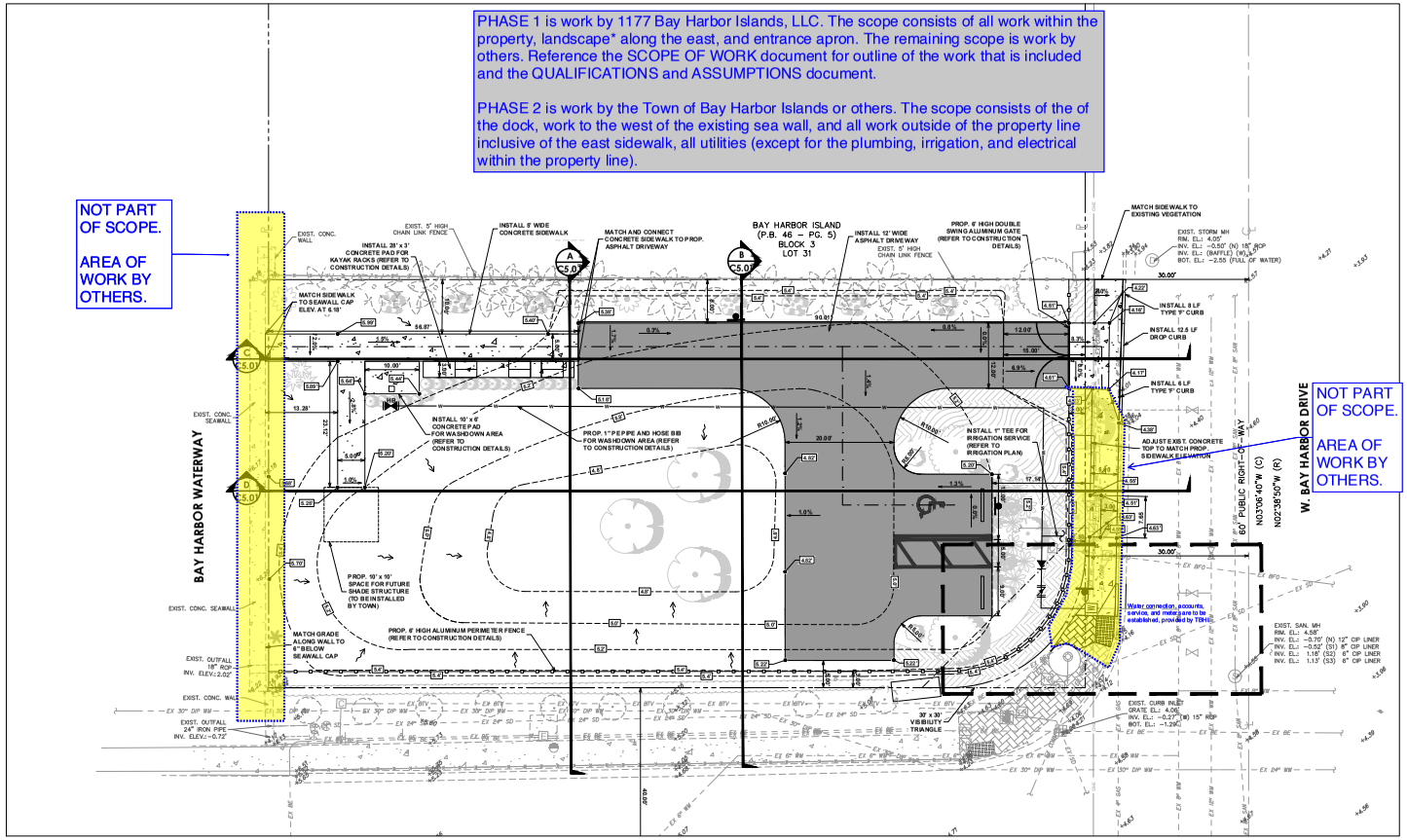

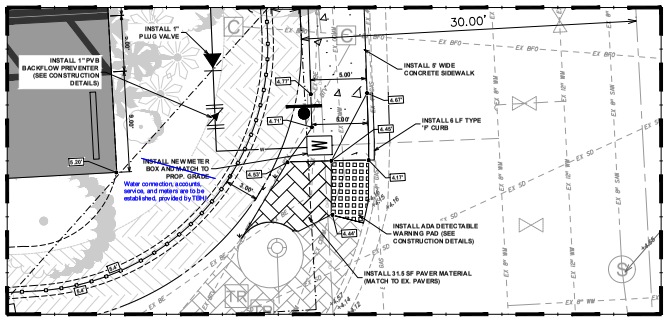

INSET
SCALE: 1" = 5'

GRAPHIC SCALE
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1 INCH = 10 FEET

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- EXISTING PAVERS
- EXISTING CONCRETE
- EXISTING WARNING PAD
- PROPOSED STREET SIGN AND POST
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW ARROW
- PROPOSED CONTOUR LINE
- PROPOSED ADA ACCESSIBLE ROUTE
- PROPOSED WHEEL STOP
- PROPOSED STREET SIGN AND POST
- PROPOSED SERVICE LINE
- PROPOSED HOSE BIB
- PROPOSED PLUG
- PROPOSED BACKFLOW PREVENTER
- EXISTING WATER METER
- PROPOSED PIPE CONTINUATION
- EXISTING ELEVATION
- SIGHT TRIANGLE
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED PAVERS
- PROPOSED DETECTABLE WARNING PAD
- PROPOSED ALUMINUM FENCE
- PROPOSED ALUMINUM DOUBLE SWING GATE

PAVING, GRADING AND DRAINAGE NOTES:

1. MINIMUM SOD ELEVATION IN CENTER OF SITE TO BE 4.0' NGVD.
2. ALL SIDEWALKS SHALL MEET ALL A.D.A. REQUIREMENTS (5% MAX. LONGITUDINAL SLOPE AND 2% MAX. TRANSVERSE SLOPE).
3. BEDDING AND INITIAL BACKFILL OVER DRAINAGE PIPE SHALL BE SAND WITH NO ROCK LARGER THAN ¾" DIAMETER.
4. BACKFILL MATERIAL UNDER PAVED AREAS SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
5. BACKFILL MATERIAL UNDER AREAS NOT TO BE PAVED SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
6. DRAINAGE STRUCTURES AND LINES TO BE CLEANED PRIOR TO ENGINEER'S ACCEPTANCE.
7. CONTRACTOR TO PROVIDE DETAILED AS-BUILTS SURVEYS THAT CLEARLY DEFINE THE AREAS OF WORK COMPLETED UNDER THIS CONTRACT INCLUDING BUT NOT LIMITED TO ALL RIM ELEVATIONS (EXISTING AND PROPOSED STRUCTURES), ALL INVERTS, BOTTOM OF STRUCTURE. SUFFICIENT SWALE ELEVATIONS TO DEMONSTRATE THAT SWALES DRAIN TO INLETS, LOCATION OF EXFILTRATION TRENCH, LOCATION OF DRIVEWAY RESTORATION, AND RESTORED ASPHALT PAVEMENT.

VERTICAL DATUM INFORMATION
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)
CONVERSION FACTOR:
NGVD 29 -1.55 = NAVD 88 IN THIS AREA

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
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PERMIT SET

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3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com

REGISTRATION

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GREGORY A. MENDEZ LICENSE No. 64718 STATE OF FLORIDA PROFESSIONAL ENGINEER

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

PROJECT INFORMATION

9600 W. BAY HARBOR DR. KAYAK PARK

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
AQ

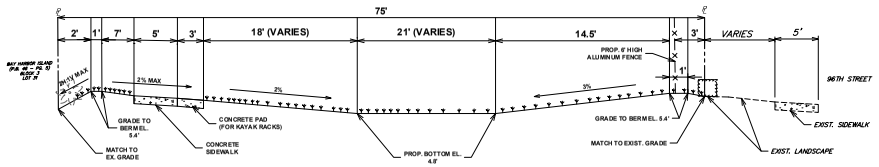
DRAWN BY
LD

CHECKED BY
GAM

DRAWING TITLE
PAVING, GRADING AND DRAINAGE PLAN

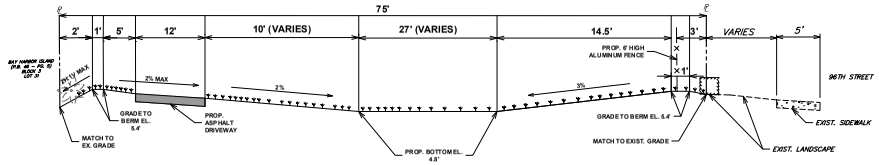
DRAWING NUMBER
C4.01
05 OF 26

Plot Date: 10/13/2025 8:17:31 AM Username: mcipleda Layout Name: C4.01
Folder Name: X:\Projects\2025\25-0326.00012 - 9600 Shores Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Paving grading and drainage.dwg



SECTION A

N.T.S.

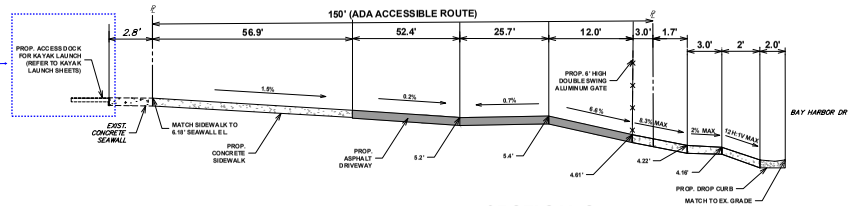


SECTION B

N.T.S.

NOT PART OF SCOPE.

AREA OF WORK BY OTHERS.



SECTION C

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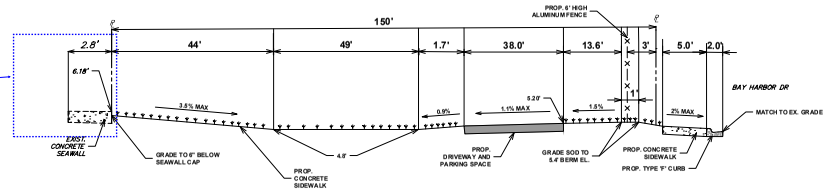
AREA OF WORK BY OTHERS.



SECTION D

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DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
AQ

DRAWN BY
AQ

CHECKED BY
GAM

DRAWING TITLE

TYPICAL CROSS SECTIONS

DRAWING NUMBER
C5.01
06 OF 26

Plot Date: 10/13/2025 8:17:44 AM Username: pialamon Layout Name: C5.01
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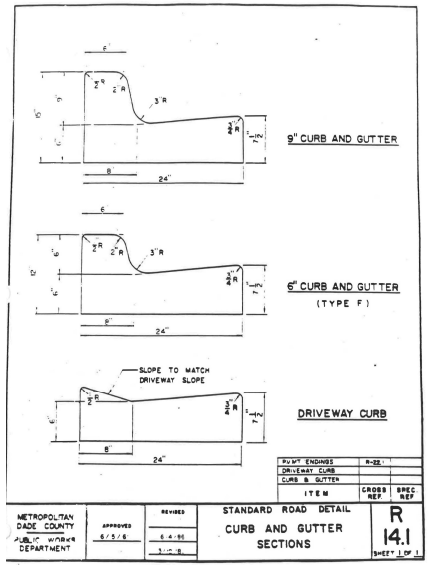
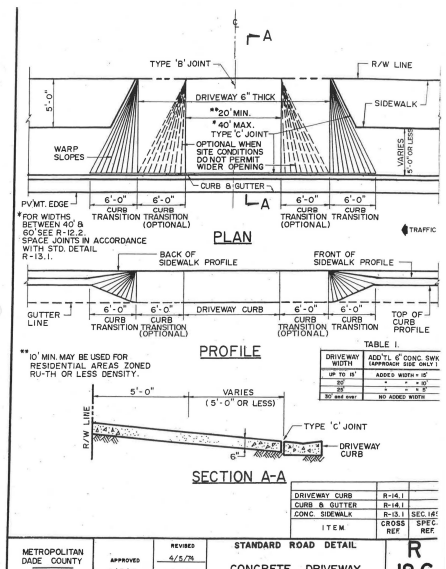
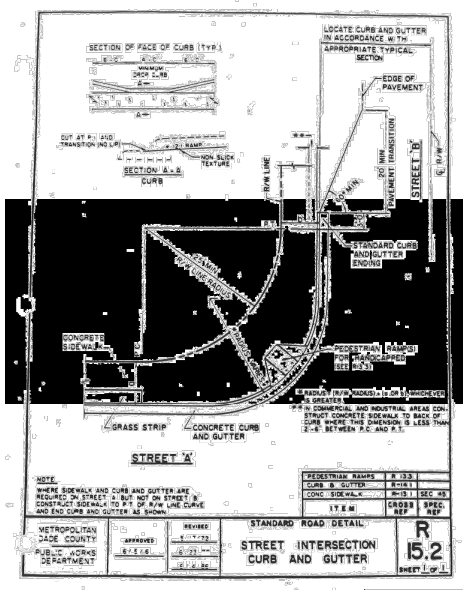
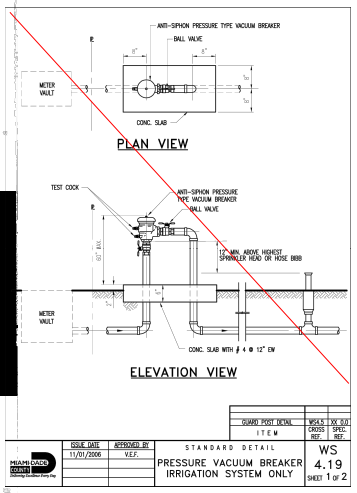
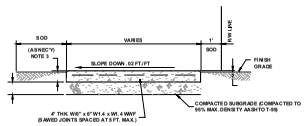




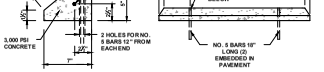






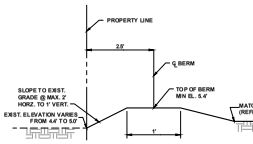
NOTES
1. CONCRETE TO BE CLASS 1, 2,500 PSI IN 28 DAYS.
2. USE OF FIBER REINFORCED CONCRETE IS PROHIBITED.
3. 4" THICK MIN. (TYP.) 6" THICK AT DRIVEWAYS, EXTENDED TWO FEET BEYOND DRIVE, ON BOTH SIDES.
4. CONCRETE MIX SHALL MEET THE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT.
5. INCLUDES ANY CUT AND/OR FILL TO ACHIEVE DESIGN SLOPES.
6. PROVIDE 1/2" CONSTRUCTION JOINTS AT 5' c.c. MINIMUM DEPTH 1/2".
7. PROVIDE 1/2" EXPANSION JOINTS W/ NON-RISING FILLER AT 30' c.c.
8. CURE ALL CONCRETE WITH CLEAN SAND, PLASTIC MEMBRANE, OR OTHER APPROVED METHOD.

CONCRETE SIDEWALK SECTION
N.T.S.



NOTE: BARS TO BE DRIVEN 24 INCHES BELOW TOP OF WHEEL STOP AND GROUT FILLED FLUSH WITH TOP OF WHEEL STOP.

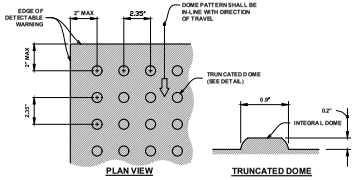
WHEEL STOP
N.T.S.



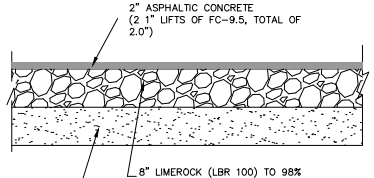
NOTES:
1. THE BERM SHALL BE CONSTRUCTED OF SUITABLE MATERIAL WITH A MIN. L.B.R. VALUE OF 30. NO MUCK OR OPEN GRADED SILICA (SUGAR) SAND WILL BE ACCEPTABLE IN CONSTRUCTION.
2. THE BERM SHALL BE COMPACTED TO 92% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
3. MULCH SHALL BE ADDED ON TOP OF THE BERM.

TYPICAL BERM CROSS-SECTION
N.T.S.

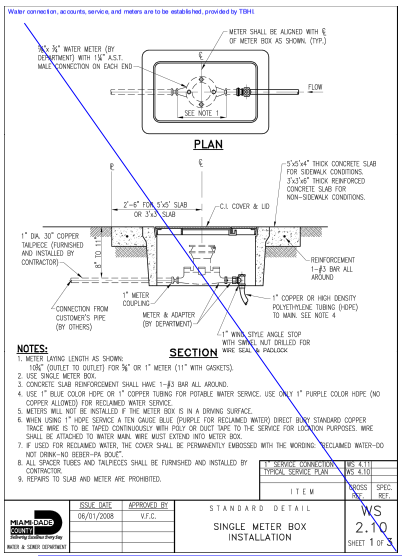
NOTES
1. DETECTABLE WARNING SURFACE AS REQUIRED PER AMERICAN WITH DISABILITIES ACT DESIGN STANDARDS REQUIRED AT ALL CONCRETE SIDEWALK LANDINGS WITHIN PROJECT LIMITS.
2. STAMPED CONCRETE IS NOT PERMITTED FOR DETECTABLE WARNING SURFACES. ARMORTILE OR AN APPROVED EQUAL SHALL BE USED.
3. WHEN NOT PLACED ON CURB RAMPS, DETECTABLE WARNING S SHALL BE PLACED ON THE WALKING SURFACES ADJOINING A VEHICULAR WAY. THE BOUNDARY BETWEEN THE AREAS SHALL BE DEFINED BY A CONTINUOUS DETECTABLE WARNING WHICH IS 36" WIDE.
4. UNLESS NOT PLACED DIRECTLY ON A RAMP, DETECTABLE WARNING SURFACE MUST NOT EXCEED 2% SLOPE IN ANY DIRECTION.
5. WHEN PLACED ON CURB RAMPS, D ETECTABLE WARNING SURFACE SHALL EXTEND THE FULL LENGTH AND WIDTH OF THE RAMP. FOR RAMPS WITHIN FDOT RIGHT-OF-WAY, REFER TO THE LATEST VERSION OF THE FDOT DESIGN STANDARDS INDEX #304.
6. CONSTRUCTION OF DETECTABLE WARNING SURFACE IS NOT LIMITED TO CONCRETE MA TERIAL. HOWEVER, PRIOR TO CONSTRUCTION, THE CONTRACTOR MUST INFORM TO THE ENGINEER OF RECORD THE PROPOSED MATERIAL FOR TH E DETECTABLE WARNING SURFACE. CONTR ACTOR MUST ENSURE THAT THE FOLLOWING TRUNCATED DOME CRITERIA IS MET:
   A. D ETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES. THE MATERIAL USED TO PROVIDE CONTR AST SHOULD CONTRAST BY AT LEAST 70%.
   B. 90% OF THE INDIVIDUAL TRUNCATED DOMES MUST COMPLY WITH THE SPECIFIED DIMENSIONS AND D ESIGN CRITERIA.
   C. N OT WO ADJAC ENT DO MES MAY BE NON-COMPLIANT.
   D. SURFACE MAY NOT DEVIATE MORE THAN 0.1" FROM A TRUE PLANE.



DETECTABLE WARNING
N.T.S.



FULL DEPTH ASPHALT PAVEMENT SECTION
N.T.S.



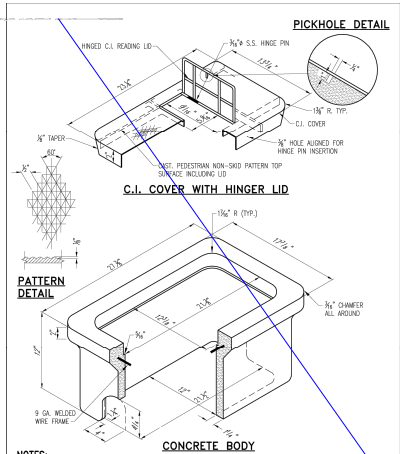
NOTES:
1. METER LAYING LENGTH AS SHOWN: 10⅝" (OUTLET TO OUTLET) FOR ¾" OR 1" METER (1" WITH GASKETS).
2. USE SINGLE METER BOX.
3. CONCRETE SLAB REINFORCEMENT SHALL HAVE 1-#3 BAR ALL AROUND.
4. USE 1" BLUE COLOR HDPE OR 1" COPPER TUBING FOR POTABLE WATER SERVICE. USE ONLY 1" PURPLE COLOR HDPE (NO COPPER ALLOWED) FOR RECLAIMED WATER SERVICE.
5. METERS WILL NOT BE INSTALLED IF THE METER BOX IS IN A DRIVING SURFACE.
6. WHEN USING 1" HDPE SERVICE A TEN GAUGE BLUE (PURPLE FOR RECLAIMED WATER) DIRECT BURY STANDARD COPPER TRACE WIRE IS TO BE TAPED CONTINUOUSLY WITH POLY OR DUCT TAPE TO THE SERVICE FOR LOCATION PURPOSES. WIRE SHALL BE ATTACHED TO WATER MAIN. WIRE MUST EXTEND INTO METER BOX.
7. IF USED FOR RECLAIMED WATER, THE COVER SHALL BE PERMANENTLY EMBOSSED WITH THE WORDING: "RECLAIMED WATER-DO NOT DRINK-NO BEBER-PA BOUE".
8. ALL SPACER TUBES AND TAILPIECES SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR.
9. REPAIRS TO SLAB AND METER ARE PROHIBITED.

ITEM	CROSS REF.	SPEC. REF.
1" SERVICE CONNECTION	WS 4.11	
TYPICAL SERVICE PLAN	WS 4.10	

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
06/01/2008	V.F.C.

STANDARD DETAIL
SINGLE METER BOX INSTALLATION
WS 2.10
SHEET 1 OF 3



NOTES:
1. SOME DIMENSIONS MAY VARY WITH DEPARTMENT APPROVAL.
   LID WT.= MAX. 53 LBS., MIN. 42 LBS.
2. METERS WILL NOT BE INSTALLED IF THE METER BOX IS IN A DRIVING SURFACE.

ITEM	CROSS REF.	SPEC. REF.
1" SERVICE CONNECTION	WS 4.11	
TYPICAL SERVICE PLAN	WS 4.10	

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
06/01/2008	V.F.C.

STANDARD DETAIL
SINGLE METER BOX DETAIL
WS 2.10
SHEET 2 OF 3

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SIGNATURE DATE: 10/13/2025

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BAY HARBOR ISLANDS, FL 33154

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CLIENT PROJECT NUMBER

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REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
AQ

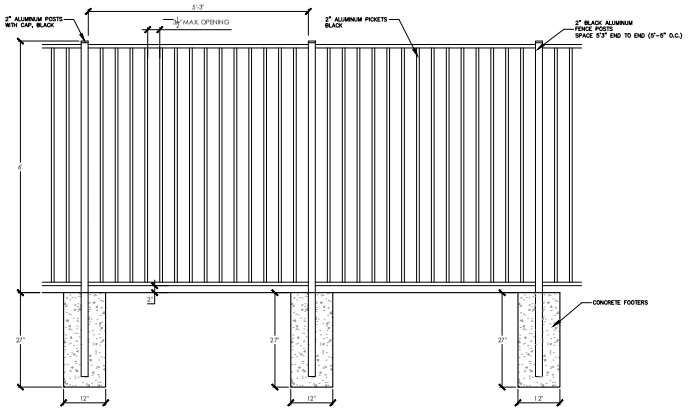
DRAWN BY
AQ

CHECKED BY
GAM

DRAWING TITLE
CONSTRUCTION DETAILS

DRAWING NUMBER
C6.01
07 OF 26

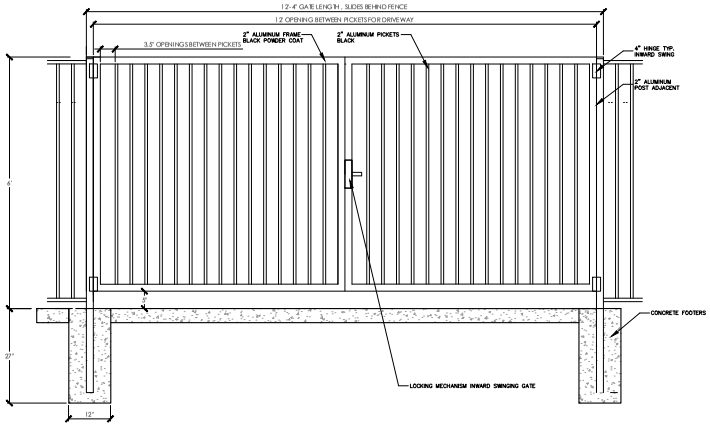
Plot Date: 10/13/2025 8:17:45 AM Username: pisalomon Layout Name: C6.01
Folder Name: X:\Projects\2025\25-0326.00012 - 9600 Street - Kayak Park Renovation Design\CAD\Sheets Filename: 25-0326.00012 Details.dwg



1 ALUMINUM FENCE ELEVATION

3/4" = 1'-0"

323119-37



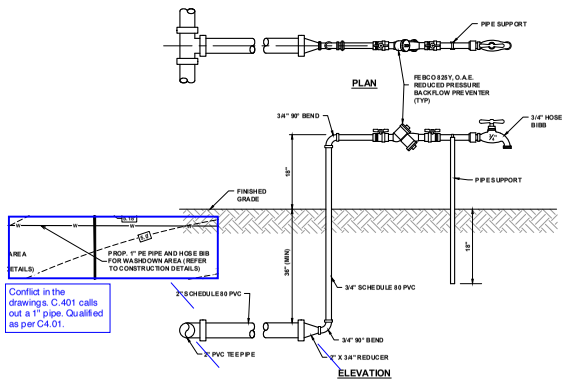
2 ALUMINUM VEHICULAR DOUBLE SWING GATE

3/4" = 1'-0"

323119-38

DESIGN NOTES

1. DETAILS AND DIMENSIONS ARE FOR REFERENCE PURPOSES ONLY TO CONVEY DESIGN INTENT, COLOR PALETTE AND SURFACE TREATMENT AND/OR FINISHES.
2. ~~CONTRACTOR SHALL PROVIDE SIGNED & SEALED SHOP DRAWINGS FOR FENCING AND GATES, INCLUDING BUT NOT LIMITED TO RAILS, PICKETS, FOOTERS, EMBEDMENT, MECHANICAL CONNECTIONS, HARDWARE, ETC. SHOP DRAWINGS SHALL BE SIGNED AND SEALED BY A REGISTERED ENGINEERING IN THE STATE OF FLORIDA DEPICTING THE WIND DESIGN CRITERIA PER FBC, MOST CURRENT EDITION~~. ALL HARDWARE SHALL COMPLY WITH FLORIDA BUILDING CODE, CURRENT EDITION AND ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES WIND



Conflict in the drawings. C.401 calls out a 1" pipe. Qualified as per C4.01.

03 REDUCED PRESSURE ZONE (RPZ) & HOSE BIB

NOTES

1. RAD SPORTZ KYAK STORAGE RACK -3-LEVEL FREESTANDING ADJUSTABLE STAND WITH PADDED ARMS AND 300LB CAPACITY FOR CANOES, SUP, OR PADDELBOARDS.

04 KAYAK RACK

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DESIGNED BY
AQ

DRAWN BY
AQ

CHECKED BY
GAM

DRAWING TITLE
CONSTRUCTION DETAILS

DRAWING NUMBER
C6.02
08 OF 26

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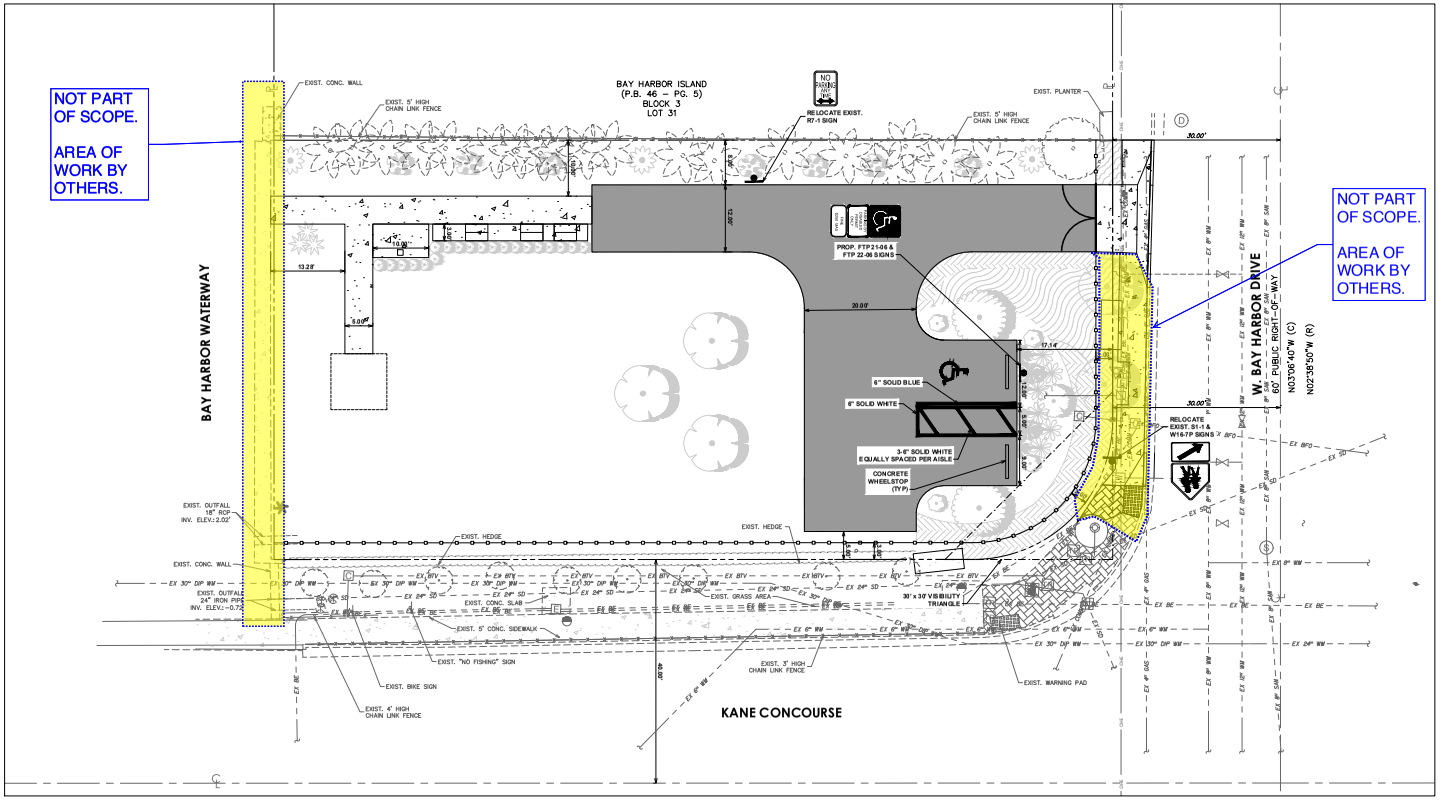

NOT PART OF SCOPE.

AREA OF WORK BY OTHERS.

GRAPHIC SCALE

0 5 10 20

1 INCH = 10 FEET

LEGEND

- EXISTING LIMITS OF ASPHALT
- EXISTING WOOD FENCE
- EXISTING CHAIN OR WIRE FENCE
- EXISTING HEDGE LINE
- EXISTING TREE
- EXISTING PALM
- EXISTING GUY WIRE
- EXISTING GUY WIRE
- EXISTING ELECT. TRAFFIC CONTROL BOX
- EXISTING PED. CROSSING SIGNAL
- EXISTING COMMUNICATION BOX
- EXISTING LIGHT POLE
- EXISTING CONC. POWER POLE
- EXISTING TRAFFIC LIGHT METAL POLE
- EXISTING FIRE HYDRANT
- EXISTING IRRIGATION APPARATUSES
- EXISTING BACK FLOW PREVENTER
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING SIGN
- EXISTING SANITARY MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING CURB INLET
- EXISTING STREET SIGN AND POST
- EXISTING WARNING PAD
- EXISTING PAVERS
- EXISTING CONCRETE
- SIGHT TRIANGLE
- PROPOSED STREET SIGN AND POST
- PROPOSED CONCRETE
- PROPOSED ASPHALT
- PROPOSED WARNING PAD
- PROPOSED PAVERS

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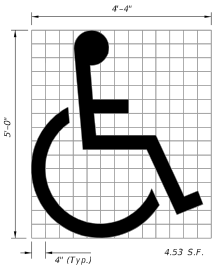
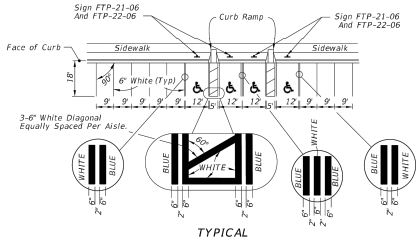


UNIVERSAL SYMBOL OF ACCESSIBILITY
FDOT INDEX 711-001



TYPICAL

ACCESSIBLE PARKING STRIPING DETAIL
FDOT INDEX 711-001

VERTICAL DATUM INFORMATION
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR:
NGVD29 -1.55 = NAVD88 IN THIS AREA

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

PERMIT SET

cma
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com

REGISTRATION

This item has been digitally signed and sealed by GREGORY A. MENDEZ, PE, on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

GREGORY A. MENDEZ LICENSE No. 64718 STATE OF FLORIDA PROFESSIONAL ENGINEER

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

PROJECT INFORMATION

9600 W. BAY HARBOR DR. KAYAK PARK

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
AQ

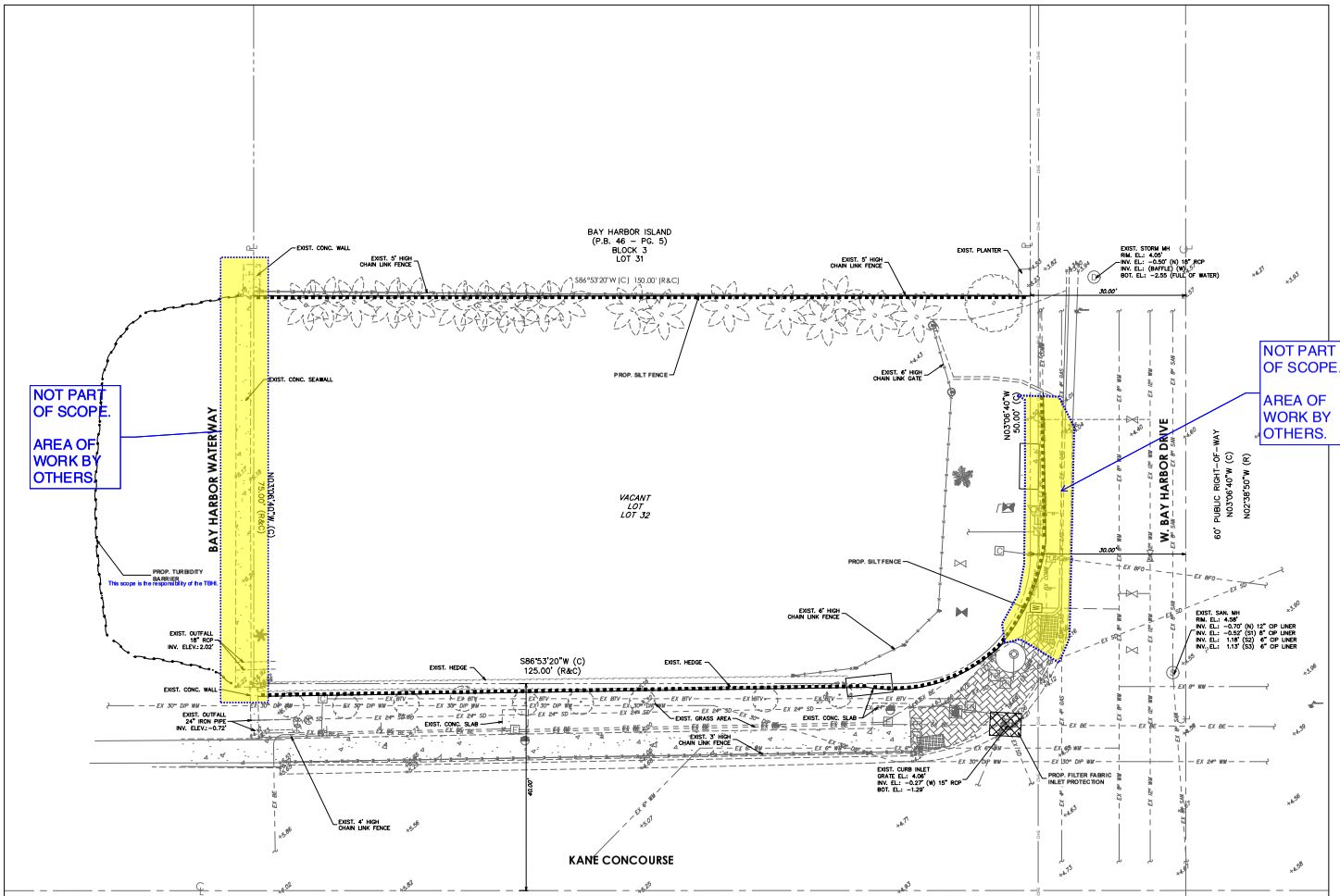
DRAWN BY
LD

CHECKED BY
GAM

DRAWING TITLE
SIGNAGE AND PAVEMENT MARKINGS PLAN

DRAWING NUMBER
C7.01
09 OF 26

Plot Date: 10/13/2025 8:18:06 AM Username: mcpilada Layout Name: C7.01
Folder Path: X:\Projects\2025\25-0326.00012 - 9600 Street Kayak Park Renovation\Design\CAD\Sheets Filename: 25-0326.00012 Signage and Markings.dwg



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GRAPHIC SCALE
0 5 10 20
1 INCH = 10 FEET

LEGEND
- TEMPORARY SILT FENCE
- TEMPORARY TURBIDITY BARRIER
- TEMPORARY FILTER FABRIC INLET PROTECTION

VERTICAL DATUM INFORMATION
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REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
AQ

DRAWN BY
LD

CHECKED BY
GAM

DRAWING TITLE
STORMWATER POLLUTION PREVENTION PLAN

DRAWING NUMBER
C8.01
10 OF 26

Plot Date: 10/13/2025 8:18:13 AM Username: akojdada Layout Name: C8.01
Project Path: X:\Projects\2025\25-0326.00012 - 9600 West Bay Harbor Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Stormwater pollution prevention plan.dwg

1. PROJECT/ SITE DESCRIPTION

A. CONSTRUCTION ACTIVITY:
DEMOLITION OF EXISTING ASPHALT, DEMOLITION OF EXISTING CONCRETE CURB, INSTALLATION OF NEW CONCRETE SIDEWALK, ASPHALT DRIVEWAY AND PARKING SPACES, SOD, 1" WATER SERVICE LINE, AND IRRIGATION SYSTEM.

PROJECT LIMITS: THE ENTIRE LOT AT 9600 W BAY HARBOR DR, AND APPROXIMATELY 70 LF OF THE ADJACENT RIGHT-OF-WAY ALONG W BAY HARBOR DR. FROM THE NORTHERN END OF THE EXISTING ASPHALT DRIVEWAT TO THE CROSSWALK. Only Phase 1 and phase 2 are part of the work to be performed by 1177 Bay Harbor Islands, LLC. Dock and any work related thereto, or any work west of the seawall is by others.

PROJECT DESCRIPTION:
THE PROJECT PROPOSES A KAYAK LAUNCH PARK WITH NEW CONCRETE SIDEWALK AND ASPHALT DRIVEWAY INSIDE THE PROPERTY, AND NEW CONCRETE SIDEWALK ALONG THE PUBLIC RIGHT OF WAY (EAST OF THE PROPERTY LINE) THE ONSITE DRAINAGE SYSTEM WILL BE IMPROVED, AS MORE PERVIOUS AREA IS BEING ADDED. A 1" WATER SERVICE LINE IS BEING ADDED TO THE SITE FOR A KAYAK WASHDOWN AREA.

B. MAJOR SOIL DISTURBING ACTIVITIES:
- ~~REMOVAL AND RELOCATION OF EXISTING UTILITIES~~
- REMOVAL OF EXISTING ASPHALT.
- INSTALLATION OF WATER SERVICE LINE AND IRRIGATION SYSTEM.

C. TOTAL PROJECT AREA:
±0.27 ACRES
TOTAL AREA TO BE DISTURBED:
±0.27 ACRES
CONSISTING OF 0.26 AC WITHIN THE PROPERTY LINE, AND 0.01 AC OUTSIDE THE PROPERTY LINE.

D. (1) RUNOFF COEFFICIENTS BEFORE, DURING, AND AFTER CONSTRUCTION:
BEFORE: 0.98
DURING: 0.98
AFTER: 0.98

E. FOR LOCATIONS OF DRAINAGE AREAS AND OUTFALLS:
ONSITE DRAINAGE WILL BE CONTAINED WITHIN THE PROPERTY LINE. OFFSITE DRAINAGE WILL BE HANDLED BY EXISTING ROADWAY STORMWATER SYSTEM, INCLUDING VALLEY GUTTERS AND INLETS.

F. (1) NAME OF RECEIVING WATERS: NONE (2) WETLAND AREA: NONE

2. CONTROLS
NARRATIVE – SEQUENCE OF SOIL DISTURBING ACTIVITIES AND IMPLEMENTATION OF CONTROLS:
INSTALLATION OF PROPOSED INLET PROTECTION, SILT FENCE, AND TURBIDITY BARRIER SHALL PRECEDE DEMOLITION ACTIVITIES. THESE ITEMS SHALL BE REMOVED FOLLOWING COMPLETION OF CONSTRUCTION ACTIVITIES.

A. EROSION AND SEDIMENT CONTROLS:
(1) STABILIZATION PRACTICES:
THE CONTRACTOR WILL MAINTAIN INLET PROTECTION, SILT FENCE, AND TURBIDITY BARRIER.
(2) STRUCTURAL PRACTICES:
CURB & GUTTER AND INLET PROTECTION.

B. DESCRIPTION OF STORM WATER MANAGEMENT:
CONTRACTOR SHALL INSTALL AND MAINTAIN THE EROSION AND SEDIMENT CONTROL DESCRIBED HEREIN. AFTER ANY RAIN EVENT, THE CONTRACTOR WILL REPAIR OF REPLACE ANY AFFECTED CONTROLS (FILTER FABRIC, SILT FENCE, TURBIDITY BARRIER).

C. OTHER CONTROLS:
(1) WASTE DISPOSAL:
* ANY CONSTRUCTION DEBRIS GENERATED AS A RESULT OF THIS PROJECT WILL BE DISPOSED OF OFF-SITE AT AN APPROPRIATE WASTE DISPOSAL FACILITY.
* CONCRETE WASH OUT LOCATIONS WILL BE PROVIDED IN AREA WHERE THE DISPOSAL MATERIALS WILL BE CONTAINED SO AS TO PREVENT DISCHARGE OUTSIDE OF THE PROJECT LIMITS AND INTO THE WATERWAYS.
* NEW AND EXISTING DRAINAGE STRUCTURE WILL BE PROTECTED WITH SYNTHETIC BALES AND/OR FILTER FABRIC.
* STAGING AREAS WILL BE LOCATED WITHIN THE PROJECT WORK ZONE UNLESS REQUESTED OTHERWISE FOR APPROVAL.
* LITTER WILL BE DEPOSITED IN APPROPRIATE LOCATIONS. A DUMPSTER MAY BE PROVIDED AT THE SITE DEPENDING ON THE AMOUNT OF LITTER GENERATED.
* LOADED TRUCKS WILL BE COVERED WITH TARPS.
* SWEEPERS AND/OR WATER TRUCKS WILL BE PROVIDED TO REDUCE DUST DAILY.
* SOIL PREVENTION TRACKING WILL BE INSTALLED AS PER THE SWPP AND/OR AS DIRECTED BY VILLAGE INSPECTOR.

(2) SANITARY WASTE: REGULAR AND ADEQUATE MAINTENANCE SHALL BE PROVIDED TO THE TEMPORARY SANITARY FACILITIES.

(3) FERTILIZERS, PESTICIDES AND TREES: NO FERTILIZERS OR PESTICIDES SHALL BE APPLIED. ALL TREES WITHIN PROJECT LIMITS THAT ARE TO REMAIN AS PER FDOT INDEX NO.544 SHALL BE PROTECTED.

(4) TOXIC SUBSTANCES: TOXIC SUBSTANCES WILL NOT BE STORED AT THE SITE.

(5) NON-STORM WATER DISCHARGE (INCLUDING SPILL REPORTING): NO NON-STORMWATER DISCHARGES ARE ANTICIPATED AT THIS TIME. CONTAMINATED SOIL OR GROUNDWATER ENCOUNTERED SHALL BE REPORTED IMMEDIATELY TO VILLAGE PERSONNEL WHEN DEWATERING IS IMPLEMENTED, THE WATER WILL BE DEPOSITED IN A CONTROLLED AREA ON-SITE TO PREVENT OFF-SITE DISCHARGE OR AS APPROVED BY PERMIT.

(6) EROSION CONTROL DEVICES: LOCATIONS AND TYPES OF ALL EROSION CONTROL DEVICES SHALL BE INSTALLED AS DIRECTED BY PLAN AND/OR BY TOWN OF BAY HARBOR ISLANDS. CONTRACTOR SHALL IMPLEMENT THE SWPP AS PER CONTRACT PLANS. HOWEVER, IT MAY BE REVISED BASED ON ACTUAL FIELD CONDITIONS AT THE TIME WORK IS BEING PERFORMED. FIELD MODIFICATIONS WILL BE APPROVED BY TOWN OF BAY HARBOR ISLANDS. MONITORING SHALL BE PERFORMED ON A WEEKLY BASIS AND AFTER A 1/2" STORM EVENT WITH ROUTINE MAINTENANCE AND REPLACEMENT OF ANY DEVICES AS REQUIRED. CONTAINMENT OR REMOVAL OF POLLUTANTS SHALL BE IN ACCORDANCE WITH ALL APPLICABLE STATE AND TOWN OF BAY HARBOR ISLANDS REGULATIONS AND/OR FDOT STANDARD SPECIFICATIONS. THE RESPONSIBLE PERSONS FOR MONITORING AND MAINTAINING THE EROSION CONTROL DEVICES SHALL BE:
OWNER: TOWN OF BAY HARBOR ISLANDS PUBLIC WORKS DEPARTMENT
CONTRACTOR: TBA

D. APPROVED STATE, LOCAL PLANS, OR STORM WATER PERMITS:
(1) TBD

C.5.1 - Geo-technical reports and studies have not been provided by the TBHI. Existing conditions are the responsibility of the TBHI.

C.5.2 - Any the cost and remediation of any existing contaminated soil is the responsibility of the TBHI and is expressly excluded from the scope. All remediation costs are the responsibility of the TBHI.

3. MAINTENANCE:
- ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER: IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT.
- PROTECT ALL INLETS SURROUNDING CONSTRUCTION SITE.
- STREET SWEEPING AND DUST PREVENTION MUST BE IMPLEMENTED DAILY

4. INSPECTION:
A.A. QUALIFIED PERSONNEL FROM THE CONTRACTOR SHALL INSPECT THE BMPs DAILY THROUGHOUT THE CONSTRUCTION PERIOD.

A.B. PREPARATION OF THE CONTRACTOR'S WEEKLY REPORT OF INSPECTION, MAINTENANCE AND REPAIRS FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION SHALL BE INCLUDED THE FOLLOWING:

- DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
- AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
- STRUCTURAL CONTROLS.
- STORMWATER MANAGEMENT SYSTEMS.
- LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.
- STREET SWEEPING AND DUST CONTROL

A.A. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. IF REPAIR IS NECESSARY IT WILL BE INITIATED WITHIN 24 HOURS OF THE REPORT.

A.D. REMOVES EXCESS DIRT FROM ALL ROADS ADJACENT TO PROJECT AREA ON A DAILY BASIS.

A.E. SEDIMENT FOUND IN DRAINAGE INSPECTION WILL REQUIRE DRAINAGE SYSTEM CLEANING BY CONTRACTOR.

EROSION AND SEDIMENT CONTROL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATION, APPLICABLE PERMIT(S); AND THE PREVENTION, CORRECTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION IN ACCORDANCE WITH CHAPTER 62-302, FLORIDA ADMINISTRATIVE CODE.

2. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.

3. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.

4. THE SITE CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF BEST MANAGEMENT PRACTICES (BMPs) TO MAKE SURE THEY ARE FUNCTIONING AS DESIGNED AT ALL TIMES.

5. THE BMP STRUCTURES SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.

6. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED AND WHERE NO ACTIVE CONSTRUCTION IS OCCURRING.

7. THE CONTRACTOR SHALL PAY FOR ANY WATER QUALITY CONTROL VIOLATIONS FROM ANY AGENCY THAT RESULTS IN FINES BEING ASSESSED TO THE OWNER BECAUSE OF THE CONTRACTOR'S FAILURE TO ELIMINATE TURBID RUNOFF FROM LEAVING THE SITE AND RAISING BACKGROUND LEVELS OF TURBIDITY ABOVE EXISTING BACKGROUND LEVELS. Only during the time that the contractor is performing the work of building the park as part of phase 1 and 2.

8. WIRE MESH SHALL BE LAID OVER THE TOP DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH ½ – INCH OPENING SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY THE STRIPS SHALL BE OVERLAPPED.

9. FDOT NO. 1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED ON DETAIL. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.

10. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONE MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.

11. THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED AROUND THE INLET AND WIDTH OF A BALE TO A MINIMUM DEPTH OF FOUR INCHES. AFTER THE BALES ARE STACKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.

TURBIDITY BARRIERS

12. FLOATING TURBIDITY BARRIERS WILL BE PLACED AT ALL OUTFALL LOCATIONS CONNECTED TO THE WORK AREA DURING ACTIVE CONSTRUCTION. IF SEAGRASSES ARE PRESENT BARRIERS WILL NOT BE PLACED OVER THEM. THE FLOATING TURBIDITY BARRIERS SHALL BE INSTALLED IN A MANNER TO PREVENT MANATEE ENTANGLEMENT. This scope is the responsibility of the TBHI.

13. TURBIDITY BARRIERS TO BE MARKED WITH SITE CONTRACTORS COMPANY NAME USING PERMANENT MARKINGS NO SMALLER THAN 3 INCHES IN HEIGHT ON THE TOP OF THE BARRIER. This scope is the responsibility of the TBHI.

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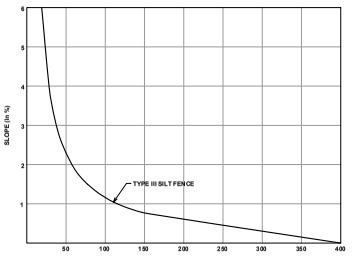
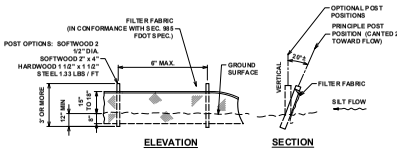
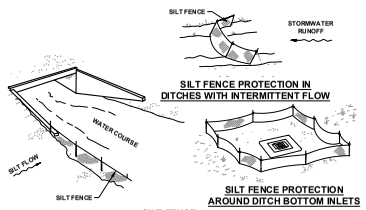


CHART 1: SILT FENCE SPACING



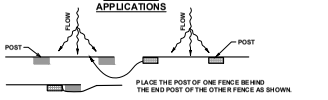
TYPE III SILT FENCE



SILT FENCE PROTECTION IN DITCHES WITH INTERMITTENT FLOW

SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS

SILT FENCE APPLICATIONS



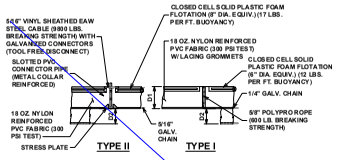
PLAN VIEW

JOINING TWO SILT FENCES

NOTES:
1. WHERE USED IN DITCHES, THE SPACING FOR TYPE III SILT FENCE SHALL BE IN ACCORDANCE WITH CHART 1.
2. DO NOT CONSTRUCT SILT FENCES ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.
3. WHERE USED AS SLOPE PROTECTION , SILT FENCE IS TO BE CONSTRUCTED ON 0% LONGITUDINAL GRADE TO AVOID CHANNELIZING RUNOFF ALONG THE LENGTH OF THE FENCE.

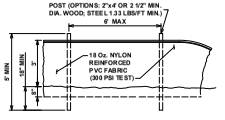
SILT FENCE
N.T.S.

This scope is the responsibility of the TBHI.



D1 =5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS).
D2 =5' STD. (ADDITIONAL PANEL FOR DEPTHS > 5').
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET.
TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

NOTE:
COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

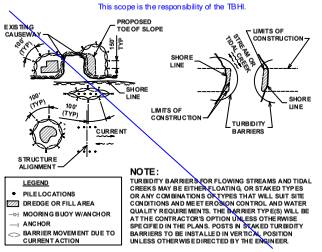


STAKED TURBIDITY BARRIER

This scope is the responsibility of the TBHI.

FLOATING TURBIDITY BARRIER

This scope is the responsibility of the TBHI.



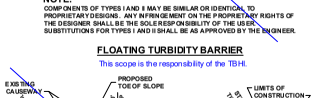
NOTE:
TURBIDITY BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY BE EITHER FLOATING, OR STAKED TYPES OR ANY COMBINATIONS OF TYPES THAT WILL SUIT SITE CONDITIONS AND MEET EROSION CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER TYPE(S) WILL BE AT THE CONTRACTOR'S OPTION UNLESS OTHERWISE SPECIFIED IN THE PLANS. POSTS IN STAKED TURBIDITY BARRIERS TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

TURBIDITY APPLICATIONS

This scope is the responsibility of the TBHI.

TURBIDITY BARRIER - FLOATING
N.T.S.

NOTES: This scope is the responsibility of the TBHI.
1. TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
2. NUMBER AND SPACING OF ANCHORS DEPENDENT ON CURRENT VELOCITIES.
3. DEPLOYMENT OF BARRIER AROUND PILE LOCATIONS MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
4. NAVIGATION MAY REQUIRE SEGMENTING BARRIER DURING CONSTRUCTION OPERATIONS.
5. TYPE I TURBIDITY BARRIERS SHALL BE DESIGNED BY THE MANUFACTURER FOR USE IN CALM WATER AREAS SUCH AS SWALES, DITCHES, CANALS, SMALL PONDS, LAKES AND HARBORS. TYPE I TURBIDITY BARRIERS SHALL BE USED IN AREAS WHERE THERE IS NO CURRENT AND THE AREA IS SHELTERED FROM WIND AND WAVES.
6. TYPE II TURBIDITY BARRIERS ARE DESIGNED BY THE MANUFACTURER FOR AREAS WITH MOVING WATER, CURRENTS, WAVES OR TIDE. TYPE II TURBIDITY BARRIERS SHALL BE USED IN WATER LOCATIONS WITH WAVES UP TO TWO FEET (2'), MODERATE WIND, AND CURRENTS UP TO 2 KNOTS OR 3.5 FEET PER SECOND.
7. STAKED BARRIERS ARE CONTINUOUS PANELS OF PVC FABRIC THAT CONTAIN STORMWATER RUNOFF OR RE-DIRECT IT TO CHANNELS OR RETENTION AREAS.
8. CONSTRUCTION SPECIFICATIONS: THE AREA OF INSTALLATION FOR THE PROPOSED TURBIDITY BARRIER SHALL BE INSPECTED FOR OBSTACLES AND IMPEDIMENTS THAT COULD DAMAGE THE BARRIER OR IMPAIR ITS EFFECTIVENESS TO RETAIN SEDIMENTS. REMOVE MATERIALS, OBSTACLES AND IMPEDIMENTS THAT COULD DAMAGE OR IMPAIR THE EFFECTIVENESS OF THE TURBIDITY BARRIER.
9. MAINTENANCE: THE TURBIDITY BARRIER SHALL BE INSPECTED DAILY AND REPAIRED OR REPLACED IMMEDIATELY IF DAMAGED. IT IS NOT NORMALLY NECESSARY TO REMOVE SEDIMENT DEPOSITED BEHIND THE CURTAIN, HOWEVER, WHEN NECESSARY, REMOVAL SHALL BE DONE BY HAND PRIOR TO REMOVAL OF THE BARRIER. ALL REMOVED SILT SHALL BE STABILIZED AWAY FROM THE WATERBODY. THE BARRIER SHALL BE REMOVED SLOWLY AND BY CAREFULLY PULLING IT TOWARD THE CONSTRUCTION SITE TO MINIMIZE THE RELEASE OF SEDIMENTS.



NOTES:
1. INSTALL CURB FILTERS AT ALL INLETS WITHOUT GRATES TO KEEP SILT, SEDIMENT AND CONSTRUCTION DEBRIS OUT OF THE STORM SYSTEM
2. THE CURB FILTER SHALL BE DANDY CURB AS MANUFACTURED BY DANDY PRODUCTS INC., OR EQUAL. SUBMIT SHOP & SHOP DRAWING FOR THE CURB FILTERS.
3. THE CURB FILTER SHALL FORM OF A CYLINDRICAL TUBE PLACED IN FRONT OF AND EXTENDING BEYOND THE INLET OPENING ON BOTH SIDES.
4. THE CURB FILTER SHALL HAVE A POUCH ON THE STREET SIDE OF THE UNIT FOR STONE AGGREGATE TO HOLD THE FILTER IN PLACE.
5. THE CURB FILTER SHALL BE CONSTRUCTED OF A HIGH VISIBILITY ORANGE MONOFILAMENT FABRIC.
6. FILL POUCH WITH FDOT #57 STONE AGGREGATE TO A LEVEL (AT LEAST HALF-FULL) THAT WILL KEEP UNIT IN PLACE DURING A RAIN EVENT AND CREATE A SEAL BETWEEN THE CURB FILTER AND THE SURFACE OF THE STREET.
7. CENTER THE UNIT AGAINST CURB OR MEDIAN INLET OPENING SO THAT THE CURB SIDE OF THE UNIT CREATES A SEAL WITH THE CURB OR MEDIAN BARRIER AND INLET STRUCTURE. THERE WILL BE APPROXIMATELY TWELVE (12) INCHES OF THE INLET PROTECTION UNIT OVERHANGING ON EACH SIDE OF THE OPENING.
8. THE CONTRACTOR SHALL REMOVE ALL ACCUMULATED SEDIMENT AND DEBRIS FROM SURFACE AND VICINITY OF UNIT AFTER EACH RAIN EVENT.

CURB INLET PROTECTION - CURB FILTER
N.T.S.

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

PERMIT SET

cma
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com

REGISTRATION

This item has been digitally signed and sealed by GREGORY A. MENDEZ, PE, on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

REGISTERED ENGINEER
GREGORY A. MENDEZ
LICENSE
No. 64718
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SIGNATURE DATE: 10/13/2025

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

BAY HARBOR ISLANDS

PROJECT INFORMATION

9600 W. BAY HARBOR DR. KAYAK PARK

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
AQ

DRAWN BY
AQ

CHECKED BY
GAM

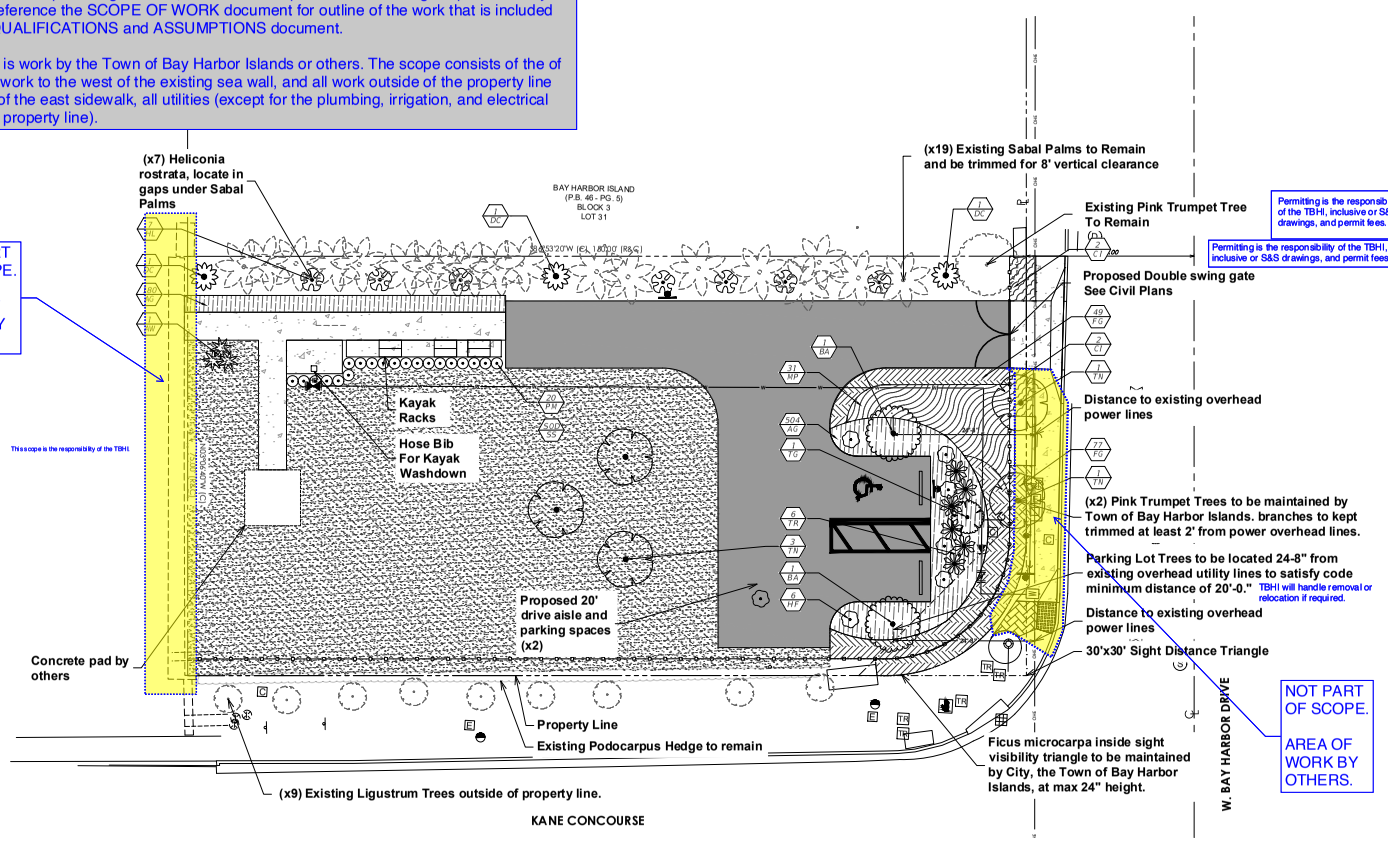
DRAWING TITLE
STORMWATER POLLUTION PREVENTION DETAILS

DRAWING NUMBER
C8.02
11 OF 26

Plot Date: 10/13/2025 8:18:18 AM Username: pisalomon Layout Name: C8.02
Folder Path: K:\Projects\2025\25-0326.00012 - 9600 Street, Kayak Park Renovation Design\CAD\Sheets Filename: 25-0326.00012 Details.dwg

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).



GRAPHIC SCALE
0 5 10 20
1 INCH = 10 FEET

LEGEND

- PROPOSED VEHICULAR DOUBLE SWING GATE
- PROPOSED ALUMINUM PICKET FENCE
- EXISTING SHRUB LINE
- EXISTING PALM
- EXISTING TREE

Permitting is the responsibility of the TBHI, inclusive or S&S drawings, and permit fees.

Permitting is the responsibility of the TBHI, inclusive or S&S drawings, and permit fees.

PLANTING DESIGN NOTES

1. Green island ficus proposed within clear sight triangles at the behest of the City, the Town of Bay Harbor Islands. Maintenance of this material is the responsibility of the City to ensure that this material does not obstruct clear views. CMA has advised against the use of this material at this location and takes no responsibility for the implementation and subsequent maintenance.
2. The proposed Pink Trumpet trees proposed below the overhead utility conflicts with Florida Power & Light, Right Tree, Right Place Guidelines. These trees are proposed in compliance with the City's insistence and street tree standards. CMA has advised against the use of this material at this location and takes no responsibility for the implementation and subsequent maintenance.

This scope is the responsibility of the TBHI.

PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE	NATIVE	REMARKS
TREES								
	AW	1	PAUROTIS PALM	ACOELORRHAPHE WRIGHTII	SEE SIZE	10' HT, MULTI-TRUNK	YES	MULTI-TRUNK, 10' HT, CLEAN TRUNKS
	BA	2	VERAWOOD	BULNESIA ARBOREA	SEE SIZE	2.5" CAL, 12' HT, 6' SPRD	YES	
	DC	3	CABADA PALM	DYPSIS CABADAE	SEE SIZE	5' HT, MIN.	NO	5' HT MIN. 25 GALLON IS ACCEPTABLE TO MEET MIN. SIZE
	TN	5	PINK TRUMPET TREE	TABEBUIA HEPTAPHYLLA	SEE SIZE	2.5" CAL, 12' HT.	NO	
	TR	6	FLORIDA THATCH PALM	THRINAX RADIATA	SEE SIZE	4' O.A.H	YES	
	TG	1	PURPLE GLORY TREE	TIBOUCHINA GRANULOSA	SEE SIZE	2" CAL, 6' - 8' HT	NO	
SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE	NATIVE	SPACING / REMARKS
SHRUBS								
	HL	7	LOBSTER CLAW	HELICONIA ROSTRATA	SEE SIZE	4' - 5' HT	NO	48" o.c. / SPACING PER PLAN, TO FILL IN UNDER SABAL PALMS
	HF	7	RESTA TROPICAL HIBISCUS	HIBISCUS ROSA-SINENSIS 'RESTA'	SEE SIZE	2' X 2'	NO	36" o.c.
	PM	20	MAKIYEW PODOCARPUS	PODOCARPUS MACROPHYLLUS 'MAKI'	SEE SIZE	4' HT	NO	24" o.c.
SHRUB AREAS								
	CI	6	COCO PLUM	CHRYSOBALANUS ICACO	SEE SIZE	30"X30"	YES	48" o.c.
	FG	224	GREEN ISLAND INDIAN LAUREL FG	FICUS MICROCARPA 'GREEN ISLAND'	SEE SIZE	10'-12'	NO	18" o.c.
	MP	31	PINK FLAMINGO MUHLY	MUHLENBERGIA X 'PINK FLAMINGO'	SEE SIZE	18"-24" HT, FULL	YES	36" o.c.
SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE	NATIVE	REMARKS
GROUND COVERS								
	AG	684	PERENNIAL PEANUT	ARACHIS GLABRATA	SEE SIZE	6"X6"	YES	
	SS	5,015 SF	ST. AUGUSTINE GRASS	STENOTAPHRUM SECUNDATUM	SOD			

PROPOSED MITIGATION

TREES AND PALMS	
Non Specimen Trees Removed (qty)	1
Non Specimen Trees Canopy Removed (SF)	144
Non Specimen Relocated (qty)	0
Total Canopy for Mitigation	144
Proposed Street Trees (X2) Pink Trumpet Tree	30' MAX Spacing
Proposed Site Canopy (x2) Verawood, Bulnesia arborea (X3) Pink Trumpet Tree	Shade Tree Cat. 1 (500 SF) x 3 = 1,500 SF
	Palm Cat. 2 (300 SF) x 6 = 600 SF
	TOTAL PROVIDED = 2,100 SF

- TBHI is responsible for verifying the mitigation criteria has been incorporated into the design. Any changes are the responsibility of the TBHI.

REMOVAL OR RELOCATION OF ANY UTILITIES OR SUB SURFACE UNFORESEEN ITEMS WHICH ARE IN CONFLICT WITH THE PROPOSED LANDSCAPE SCOPE WILL THE RESPONSABILITY AND SCOPE TO BE PERFORMED BY TBHI.

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

PERMIT SET

cma
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com

REGISTRATION
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
ON THE DATE ADJACENT TO THE SEAL
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
LA 6667129
STATE OF FLORIDA
THE ADVANCED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE SHEETS IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.
SIGNATURE DATE: 10/13/2025

Exhibit A
11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

PROJECT INFORMATION
9600 W. BAY HARBOR DR. KAYAK PARK
BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

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VERIFY SCALES
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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
PS

DRAWN BY
PS

CHECKED BY
EDH

DRAWING TITLE
LANDSCAPE PLAN

DRAWING NUMBER
L1.01
12 OF 26

Plot Date= 10/13/2025 8:18:21 AM Username: mcpilada Layout Name: L1.01
Folder Path= X:\Projects\2025\25-0326.00012 - 9600 Street Kayak Park Renovation Design\Design\CAD\Sheets Filename: 25-0326.00012 Landscape Plan.dwg

1. GENERAL

1.1. WORK PERFORMED SHALL COMPLY WITH THE FOLLOWING:

1.1.1. THESE GENERAL NOTES, CONSTRUCTION DOCUMENTS AND SPECIFICATIONS.

1.1.2. ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES, ORDINANCES AND REGULATIONS.

1.2. SOURCE OF BASE INFORMATION PROVIDED IS ASSUMED TO BE CORRECT. IF SITE DISCREPANCIES ARE PRESENT, CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IMMEDIATELY. IF CONTRACTOR CONTINUES WORK WITHOUT THE PROPER NOTIFICATION, CONTRACTOR DOES SO AT HIS OWN RISK.

1.3. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, SUPERVISION, AND EQUIPMENT REQUIRED FOR THE WORK AS SHOWN ON THE CONSTRUCTION DOCUMENTS DESCRIBED HEREIN.

1.4. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUB-CONTRACTORS AS REQUIRED TO COMPLETE THE WORK OF THIS PROJECT.

1.5. CONTRACTOR SHALL VERIFY LOCATIONS OF PERTINENT SITE IMPROVEMENTS INSTALLED UNDER OTHER CONTRACTS. IF ANY PART OF THIS PLAN CANNOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT OWNER'S REPRESENTATIVE FOR INSTRUCTIONS PRIOR TO COMMENCING WORK.

1.6. CONTRACTOR TO NOTIFY "SUNSHINE STATE ONE CALL OF FLORIDA, INC." AT 1-800-432-4770 TWO FULL BUSINESS DAYS PRIOR TO DIGGING FOR UNDERGROUND UTILITY LOCATIONS.

1.7. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ALL UTILITY LOCATIONS AND INSTALLING FACILITIES SO AS TO NOT CONFLICT. THE LOCATION OF EXISTING UTILITIES OR SITE FEATURES AS SHOWN ON THE PLANS MAY VARY IN RELATION TO ACTUAL EXISTING CONDITIONS. ANY DIFFERING SITE CONDITIONS FROM THAT WHICH IS REPRESENTED HEREON, WHETHER ABOVE, ON OR BELOW THE SURFACE OF THE GROUND, SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE LANDSCAPE ARCHITECT AND THE OWNER ~~BY WRITTEN NOTIFICATION~~ PRIOR TO PERFORMING ANY WORK. ~~FOR OTHER THAN EMERGENCY CONDITIONS, THE CONTRACTOR DUE TO DIFFERING SITE CONDITIONS WILL BE ALLOWED TO CEASE WORK IN THE AFFECTED AREA UNTIL PROVIDED THE REQUIRED WRITTEN NOTIFICATION OF WORK CONTINUATION FOR REVIEW BY THE LANDSCAPE ARCHITECT AND THE OWNER.~~

1.8. CONTRACTOR SHALL NOTIFY ALL APPROPRIATE UTILITY COMPANIES OF PROPOSED START OF WORK IN ACCORDANCE WITH THEIR STANDARD REQUIREMENTS, INCLUDING ~~BUT NOT~~ LIMITED TO, WATER, SANITARY SEWER, POWER, NATURAL GAS, ~~TELEPHONE AND CABLE TELEVISION~~.

1.9. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.

1.10. PERFORM EXCAVATION IN THE VICINITY OF UNDERGROUND UTILITIES WITH CARE AND BY HAND. IF NECESSARY, THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THE WORK AND DISRUPTION OF DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY AND AT NO EXPENSE TO THE OWNER.

1.11. ~~THE SUCCESSFUL BIDDER SHALL FURNISH TO THE OWNER A UNIT PRICE BREAKDOWN FOR ALL MATERIALS. THE OWNER MAY ALTER, DELETE FROM, OR ADD TO STATE FROM THE MATERIALS OBTAINED THROUGH THIS BREAKDOWN SUBMITTED.~~

~~IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE ALL MATERIALS ARE DELIVERED AND ARE IN HAND AT THE JOB SITE PRIOR TO THE CONVENIENCE OF CONSTRUCTION.~~ CONTRACTOR SHALL ALLIBID BY ALL PERMIT CONDITIONS.

2. PRE-CONSTRUCTION RESPONSIBILITY **The TBHI is responsible the GC master permit fees and subcontractor fees.**

2.1. UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, ALL AFFECTED UTILITY OWNERS, THE OWNER, THE LANDSCAPE ARCHITECT, ANY OTHER PERTINENT PARTIES AND HIMSELF.

2.2. CONTRACTOR SHALL PROVIDE TEMPORARY SANITARY FACILITIES ON SITE. LOCATION TO BE DETERMINED BY THE OWNER. JANITORIAL SERVICES SHALL BE PROVIDED BY CONTRACTOR THROUGHOUT THE DURATION OF PROJECT.

2.3. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION. **The TBHI is responsible for providing as-builts of existing utilities at the property and connecting with the work.**

2.4. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT.

2.5. ~~IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL ENGINEERS FOR REVIEW AND FOR ANY NECESSARY REDESIGNS DUE TO CONFLICTS WITH EXISTING UTILITIES OR OTHER OBSTRUCTIONS NOT SHOWN ON THE PLANS. ALL REDESIGNS SHALL BE APPROVED BY THE ENGINEER OF RECORD. ANY DELAYS IN THE CONSTRUCTION BY THE NON-EXISTENCE OF NEGLIGENCE TO THE CONTRACTOR INTENTION CONSTRUCTION WILL BE ALLOWED.~~

2.6. CONTRACTOR SHALL VERIFY LIMITS OF CONSTRUCTION AS NOTED ON THE PLANS. ANY WORK PERFORMED OUTSIDE OF THE AGREED UPON LIMITS OF CONSTRUCTION SHALL BE DONE AT THE EXPENSE OF THE CONTRACTOR.

3. SITE DEMOLITION

3.1. ~~ROCK SHALL REMAIN UNLESS OTHERWISE NOTED ON THE PLANS. REMOVE DESIGNATED ROCK SHOWN ON THE PLAN TO THE FULL DEPTH OF THE CONSTRUCTION UNLESS OTHERWISE NOTED.~~

3.2. ALL HARDSCAPE DESIGNATED FOR REMOVAL SHALL BE SAW CUT, LEAVING UNIFORM EDGES TO THE GREATEST EXTENT POSSIBLE. MATERIAL EDGES TO REMAIN SHALL BE SHORED UP AND PROTECTED DURING CONSTRUCTION TO PRESERVE EDGE ~~INTEGRITY~~. REPAIRS TO DAMAGED EDGES SHALL BE REPAIRED BY CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. **Existing curbs have existing damage. Further improvements to existing conditions are the sole responsibility of the TBHI.**

3.3. NO EXISTING MATERIAL SHALL BE USED IN NEW CONSTRUCTION UNLESS NOTED ON THE PLANS OR APPROVED DURING THE SHOP DRAWING APPROVAL PROCESS.

3.4. SALVAGE EXISTING MATERIALS AS INDICATED ON THE PLANS. SALVAGED MATERIALS SHALL BE HANDLED WITH CARE AND STORED ON SITE OR AS DIRECTED BY OWNER. CLEAN ALL DEBRIS AND CONSTRUCTION MATERIAL FROM SALVAGED ITEMS; REUSE AS DIRECTED BY OWNER'S REPRESENTATIVE.

3.5. REMOVE DEMOLISHED MATERIALS FROM SITE AND DISPOSE OF AS REQUIRED BY LOCAL, STATE OR FEDERAL LAWS.

3.6. CONTRACTOR SHALL PROTECT ADJACENT WATER BODIES, COASTAL DUNE SYSTEMS AND PROPERTIES FROM DAMAGE BY SEDIMENTATION OR OTHER POTENTIAL CONSTRUCTION RELATED CAUSES.

3.7. ALL IRRIGATION IN DEMOLITION AREA TO BE CAPPED AND ADJUSTED AS NECESSARY TO ENSURE OVERALL SYSTEM IS NOT AFFECTED.

4. TREE PRESERVATION

4.1. ALL TREES TO BE PRESERVED AS INDICATED ON THE TREE DISPOSITION PLAN SHALL BE PROTECTED BY A TREE PROTECTION BARRICADE, UNLESS OTHERWISE NOTED ON PLAN.

4.2. TREE PROTECTION BARRICADES SHALL BE PROVIDED BY LANDSCAPE CONTRACTOR AROUND THE DRIP LINE OF EXISTING TREES TO BE PRESERVED IN PLACE, AS SHOWN ON PLAN. PRESERVATION BARRICADES SHALL BE LEFT IN PLACE THROUGHOUT DURING ALL PHASES OF CONSTRUCTION.

4.3. PRIOR TO ANY CONSTRUCTION A TREE PROTECTION BARRICADE INSPECTION SHALL BE CONDUCTED BY THE LANDSCAPE ARCHITECT, OWNER OR GOVERNING MUNICIPALITY. REFER TO PLANS FOR TREE PRESERVATION BARRICADE FENCING DETAIL.

4.4. IF EXCAVATION IN THE VICINITY OF A PROTECTED TREE IS REQUIRED, CONTRACTOR SHALL ROOT PRUNE TREES, UNDER THE SUPERVISION OF A CERTIFIED ARBORIST IN ACCORDANCE TO THE FOLLOWING CONDITIONS. **Arborist is the responsibility of the TBHI.**

4.4.1. ROOT PRUNE TREES A MINIMUM OF ~~FOUR (4) WEEKS~~ PRIOR TO CONSTRUCTION. PRIOR TO ROOT PRUNING, THOROUGHLY WATER THE ROOT ZONE WITH AT LEAST 2 TO 3 INCHES OF WATER FOR 2 TO 3 DAYS PRIOR TO ROOT PRUNING. SEE BELOW FOR RELOCATION TIMELINE. **Temporary water meter and use is the responsibility of the TBHI.**

1. PROVIDE TEMPORARY IRRIGATION FOR EACH TREE THROUGHOUT THE DURATION OF CONSTRUCTION.
2. ROOT PRUNE TREES, SHOWN ON PLAN IN AREAS WHERE ROOTS WILL CONFLICT WITH CONSTRUCTION ACTIVITY. PRUNING OF ROOTS SHOULD BE DONE IN A MANNER TO PRESERVE THE GREATEST AMOUNT OF THE ROOT BASE AS POSSIBLE.
3. BACKFILL TRENCH WITH PLANTING SOIL.
4. FERTILIZE WITHIN THE ROOT ZONE (SEE BELOW).

4.4.2. ROOT PRUNING SHALL BE ACCOMPLISHED BY DIGGING A TRENCH AROUND THE TREE IN AREAS WHERE PROPOSED SITE WORK WILL BE PERFORMED. TRENCHING SHALL BE AT A MINIMUM OF 24" DEEP. ROOT PRUNE ONLY WITH A MECHANICAL ROOT-PRUNING SAW OR A TRENCHER WITH A MAXIMUM TRENCH WIDTH OF 8".

4.4.3. ALL EXPOSED ROOTS SHALL BE CUT OFF SMOOTHLY, WITH SHARP INSTRUMENTS. BACKFILL TRENCHES WITH SOIL CONSISTING OF 30% SILICA SAND AND 70% MUCK. WATER THOROUGHLY AFTER ROOT PRUNING, AND ONCE WEEKLY DURING THE ROOT REGENERATION PERIOD, WITH A SOLUBLE FERTILIZER THAT HAS A 20:20:20 ANALYSIS AT MANUFACTURER'S RECOMMENDED RATE.

4.5. THE CONTRACTOR SHALL FIELD STAKE THE LIMIT OF ROOT PRUNING. LIMITS OF ROOT PRUNING SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY EXCAVATION. DO NOT ROOT PRUNE FOR IRRIGATION OR ELECTRICAL LINES WITHIN DRIP LINES OF EXISTING TREES. COORDINATE ALL TRENCHING REQUIRED FOR UTILITY WORK WITH THE LANDSCAPE PLANS.

4.6. ROOT PRUNING SHALL OCCUR IN ACCORDANCE WITH TREE RELOCATION NOTES AS NOTED ON PLANS.

5. PLANTING SOIL

5.1. ALL TREES SHALL BE PLANTED WITH A MINIMUM OF 12" TOPSOIL AROUND AND BENEATH THE ROOTBALL.

5.2. ALL TREES SHALL BE PLANTED WITH A MINIMUM OF 6" TOPSOIL AROUND AND BENEATH THE ROOTBALL.

5.3. MINIMUM TOPSOIL SHALL BE 2" FOR SODDED GRASS AREAS.

5.4. PLANTING SOIL MIX SHALL BE A WEED FREE MIX AS FOLLOWS:

5.4.1. DICOT TREES & SHRUBS: 50% SAND, 40% MUCK & 10% PEAT

5.4.2. MONOCOT PALMS: 70% SAND & 30% MUCK

5.4.3. TURF: 80% SAND, 10% PEAT & 10% MUCK

Planting soil mix will be provided by market availability.

6. LANDSCAPE PLANTING

6.1. THIS PLAN HAS BEEN DESIGNED TO MEET OR EXCEED ALL APPLICABLE CODES.

6.2. THE PLANTING PLAN SHALL BE INSTALLED IN COMPLIANCE WITH ALL EXISTING CODES AND APPLICABLE DEED RESTRICTIONS.

6.3. PLANT MATERIAL: ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER AS ESTABLISHED BY "GRADES AND STANDARDS FOR NURSERY PLANTS" OF THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.

6.4. ALL PLANT MATERIAL SHALL BE TRUE TO THE BOTANICAL NAME, GENUS, SPECIES AND/OR HYBRID DESIGNATION.

6.5. ALL TREES, SHRUBS AND GROUND COVERS SHALL BE OF THE SIZES (HEIGHT & SPREAD) AS SPECIFIED IN THE PLANT LIST. CONTAINER SIZE IS FOR REFERENCE PURPOSES ONLY. ALL PLANT MATERIAL SHALL MEET OR EXCEED THE MINIMUM SIZES AT INSTALLATION, AS SPECIFIED IN THE PLANT LIST.

6.6. QUANTITIES LISTED ON THE PLANT LIST ARE FOR ESTIMATING PURPOSES. CONTRACTOR SHALL VERIFY ALL QUANTITIES. MULCH, TOPSOIL, FERTILIZER, ETC. SHALL BE INCLUDED IN THE UNIT COST OF THE PLANTS.

6.7. WHERE THERE IS A DISCREPANCY EITHER IN QUANTITIES, PLANT NAMES, SIZES OR SPECIFICATIONS BETWEEN THE PLAN OR PLAN LIST, THE PLAN TAKES PRECEDENCE.

6.8. ALL SUBSTITUTIONS AND CHANGES SHALL BE APPROVED IN WRITING PRIOR TO INSTALLATION. ANY DISCREPANCIES BETWEEN PLANS, SITE AND SPECIFICATIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE LANDSCAPE ARCHITECT, THE OWNER AND/OR GOVERNING MUNICIPALITY.

6.9. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING FINAL GRADING OF ALL ASSOCIATED PLANTING AREAS.

6.10. AFTER FINAL GRADE, LANDSCAPE AREAS ARE TO BE RAKED TO A DEPTH OF 6". ALL ROCK AND FOREIGN INORGANIC MATERIALS SHALL BE REMOVED AND DISPOSED OF PROPERLY OFF-SITE.

6.11. ALL PLANTING HOLES TO BE HAND DUG EXCEPT WHERE MACHINE DUG HOLES WILL NOT ADVERSELY AFFECT EXISTING TREES, DAMAGE UTILITIES OR OTHER IMPROVEMENTS.

6.12. ALL PLANTING BEDS IN OPEN AREAS AND AROUND BUILDING FOUNDATIONS SHALL BE EXCAVATED TO A DEPTH OF TWENTY-FOUR INCHES (24") AND BACK FILLED WITH SOIL MIX AS SPECIFIED IN SECTION 5.00. PLANTING BED SHALL BE FREE FROM ROCK, CONSTRUCTION DEBRIS OR OTHER EXTRANEOUS MATERIAL.

6.13. ALL PLANTING BEDS IN MEDIANS, HARDSCAPE AREAS OR AREAS ENCOMPASSED BY IMPERVIOUS MATERIAL SHALL BE EXCAVATED TO A DEPTH OF THIRTY-SIX INCHES (3'6") OR UNTIL NATIVE SOILS ENCOUNTERED TO ENSURE DRAINAGE. BACK FILL WITH SOIL MIX AS SPECIFIED IN SECTION 5.00. PLANTING BED SHALL BE FREE FROM ROCK, CONSTRUCTION DEBRIS OR OTHER EXTRANEOUS MATERIAL.

6.14. EXCAVATE PLANTING PITS TO A DEPTH SO THAT THE TRUNK FLARE AND FIRST ORDER LATERAL ROOT(S) WILL BE PLANTED AT FINISH GRADE OR SLIGHTLY HIGHER. ADVENTITIOUS ROOTS ARE NOT CONSIDERED FIRST ORDER ROOTS.

6.15. BURLAP, SYNTHETIC STRING, CORDS AND/OR LIFTING ROPES SHALL BE REMOVED FROM THE ROOTBALLS BEFORE ANY TREES ARE PLANTED. THE TOP 1/3RD OF BURLAP MUST BE REMOVED FROM HE TOP OF THE ROOTBALLS. THE TOP 1/3RD OF WIRE BASKETS SHALL BE COMPLETELY REMOVED AND THE BOTTOM 2/3RDS SHALL BE CUT BEFORE THE TREES ARE INSTALLED.

6.16. NO PLUNGING OF ANY TREE OR PALM WILL BE ACCEPTED.

6.17. NO PLANT MATERIAL WILL BE ACCEPTED SHOWING EVIDENCE OF CABLE, CHAIN MARKS, EQUIPMENT SCARS, OR OTHERWISE DAMAGED.

6.18. PLANT MATERIAL WILL NOT BE ACCEPTED WHEN THE BALL OF EARTH SURROUNDING ITS ROOTS HAS BEEN CRACKED, BROKEN OR OTHERWISE DAMAGED.

6.19. ALL TREES SPECIFIED AS FIELD GROWN OR B&B TREES SHALL BE ROOT-PRUNED ~~AT THE NURSERY A MINIMUM OF (6) WEEKS~~ PRIOR TO PLANTING.

6.20. ALL PLANT MATERIAL PLANTED WITHIN THE SIGHT DISTANCE TRIANGLE AREAS SHALL BE MAINTAINED TO PROVIDE UNOBSTRUCTED CROSS-VISIBILITY AT A HORIZONTAL LEVEL BETWEEN 30 INCHES AND 8 FEET ABOVE ADJACENT STREET GRADE.

6.21. NO CANOPY TREES SHALL BE PLANTED WITHIN 12 FEET OF A LIGHT POLE. NO PALM SPECIES SHALL BE PLANTED WITHIN 6 FEET OF A LIGHT POLE. **Conflicts in design location are the responsibility of the TBHI.**

6.22. GROUND COVER PLANTINGS SHALL PROVIDE NOT LESS THAN 50 PERCENT COVERAGE IMMEDIATELY UPON PLANTING AND 100 PERCENT COVERAGE WITHIN 6 MONTHS AFTER PLANTING. **Contractor is providing the designed covering size. That size is contingent on market availability.**

6.23. TREES AND PALMS SHALL BE MAINTAINED TO ALLOW FOR CLEAR PASSAGE BY ALL PEDESTRIAN AREAS.

6.24. ALL LANDSCAPE MATERIAL SHALL BE SETBACK A MINIMUM OF 10' FROM ANY FIRE HYDRANT.

6.25. CONTRACTOR SHALL REMOVE ALL NURSERY STAKES, CONDUIT, FLAGGING AND NURSERY TAPE PRIOR TO STAKING.

6.26. CONTRACTOR SHALL STAKE & GUY ALL TREES AND PALMS AT TIME OF PLANTING AS PER THE APPROPRIATE DETAIL. CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE AND/OR REPAIR OF ALL STAKING AND GUYING DURING WARRANTY PERIOD AND REMOVAL & DISPOSAL OF STAKING AFTER ESTABLISHMENT/WARRANTY PERIOD.

6.27. TREES THAT CANNOT STAND WITHOUT THE SUPPORT OF STAKES AND/OR GUYS SHALL BE REJECTED.

7. TURF GRASSES

7.1. ~~ALL AREAS NOT MEETING BUSINESS, VEHICULAR USE AREAS, MAINS OR PLANTING BEDS SHALL BE GRADED. GRASSING SHALL EXTEND TO EDGE OF PAVEMENT, CURB AND THE EDGE OF WATER OF ANY ABUTTING CANAL, LAKE OR WATERWAY. REFER TO PLANTING SPECIFICATIONS FOR GRASS SEED QUANTITY AND SPECIES.~~ **SOD will be provide as called out per plan.**

8. MULCH & FERTILIZER

8.1. ALL PLANTING BEDS AND WATER BASINS FOR TREES SHALL BE COVERED WITH A 3" MINIMUM DEPTH OF SHREDDED FLORI-MULCH, MELALEUCA OR EUCALYPTUS MULCH GRADE 'B' OR BETTER, UNLESS OTHERWISE SPECIFIED. **Mulch will be provided as per market availability.**

8.2. INDIVIDUAL TREES PLANTED IN LAWN AREAS SHALL BE MULCHED WITH A MINIMUM 3' DIAMETER MULCH RING.

8.3. MULCH SHALL NOT BE INSTALLED WITHIN 3" OF TREE TRUNKS.

8.4. FERTILIZER MIX AS FOLLOWS:

8.4.1. ~~ROOT TREES & SHRUBS: 16%-4-8, SLOW RELEASE W/ MICRONUTRIENTS~~. **Fertilizer will be provided as per market availability.**

8.4.2. ~~MONOCOT PLANTS: 8%-2-12, SLOW RELEASE W/ MICRONUTRIENTS~~. **Fertilizer will be provided as per market availability.**

8.4.3. ~~TURF: 16%-4-8, SLOW RELEASE W/ MICRONUTRIENTS~~. **Fertilizer will be provided as per market availability.**

9. WATERING

9.1. ALL LANDSCAPED AREAS WILL BE IRRIGATED BY AN UNDERGROUND, AUTOMATIC, RUST-FREE IRRIGATION SYSTEM PROVIDING 100% COVERAGE AND 50% SPRAY OVERLAP. THE SYSTEM SHALL BE MAINTAINED IN GOOD WORKING ORDER AND DESIGNED TO MINIMIZE WATER ON IMPERVIOUS SERVICES AND NOT OVERSPRAY WALKWAYS. A RAIN SENSOR DEVICE SHALL BE INSTALLED TO OVERRIDE THE IRRIGATION CYCLE OF THE SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED.

9.2. ALL PLANT MATERIAL SHALL BE WATERED IN AT TIME OF PLANTING IN ACCORDANCE WITH STANDARD NURSERY PRACTICES. IN ADDITION, CONTRACTOR WILL CONTINUE THE WATERING OF PLANT MATERIAL UNTIL SUBSTANTIAL COMPLETION AND THE LANDSCAPE IS TURNED OVER TO THE OWNER.

10. PROJECT CLOSEOUT

10.1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.

10.2. THE CONTRACTOR SHALL RESTORE, REPLACE OR AS DIRECTED BY ~~THE LANDSCAPE ARCHITECT~~, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY THE WORK OF THE CONTRACTOR, HIS EQUIPMENT, EMPLOYEES OR THOSE OF HIS SUB-CONTRACTORS. THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT OF THE EXISTING ADJACENT AREAS. THE RESTORATION WORK SHALL BE AT THE CONTRACTOR'S EXPENSE. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.

10.3. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR HAS BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK. THESE AREAS SHALL BE KEPT IN A CLEAN AND NEAT CONDITION.

10.4. THE CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF WORK ITEMS COMPLETED.

10.5. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE LANDSCAPE ARCHITECT OF RECORD COMPLETE SETS OF "AS-BUILT" CONSTRUCTION DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONED LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS INCLUDING PRODUCTS EQUIPMENT AS SPECIFIED OR REVISED DURING THE SHOP DRAWING SUBMITTAL PROCESS. AS-BUILT DRAWINGS SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR.

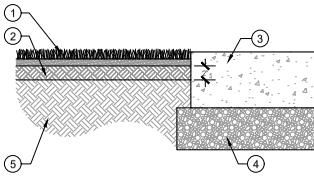
11. GUARANTEE

11.1. ALL NEW PLANT MATERIAL SHALL BE GUARANTEED FOR 1 YEAR FROM TIME OF FINAL ACCEPTANCE OF PROJECT. ANY PLANT MATERIAL NOT IN A HEALTHY GROWING CONDITION WILL BE REPLACED IN KIND BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER WITHIN 10 DAYS OF NOTIFICATION.

11.2. FOR ALL REPLACEMENT PLANT MATERIAL, THE WARRANTY PERIOD SHALL BE EXTENDED AN ADDITIONAL 90 DAYS BEYOND THE ORIGINAL WARRANTY PERIOD. REPLACEMENT MATERIAL SHALL BE REPLACED IN KIND AS IT RELATES TO SPECIES, QUANTITY AND SIZE.

11.3. ALL TREES THAT LEAN OR ARE BLOWN OVER, CAUSED BY WINDS LESS THAN 74 MPH AS DETERMINED BY THE NATIONAL HURRICANE CENTER, WILL BE RE-SET AND BRACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

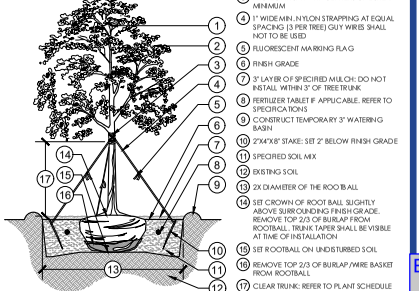
TBHI will handle removal or relocation of existing trees if any tree is in conflict with an utility line either overhead or underground. It is the TBHI's responsibility to relocate and such utilities if deemed necessary.



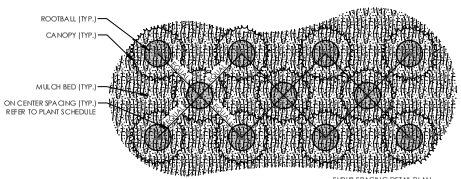
1 SOD PLANTING
1 1/2" = 1'-0" P-MD-63

CALIPER MEASUREMENTS NOTES:
1. CALIPER MEASUREMENTS 6" FROM TOP OF ROOT BALL FOR TREES WITH 6" CALIPER OR LESS.
2. CALIPER MEASUREMENTS 12" FROM TOP OF ROOTBALL FOR TREES WITH 6" CALIPER GREATER.

REFER TO PLANT SCHEDULE FOR INDIVIDUAL SIZES.



2 LARGE TREE PLANTING: 2" CALIPER AND GREATER
1/4" = 1'-0" P-MD-64



3 SHRUB/GROUND COVER PLANTING & SPACING
1" = 1'-0" 329301-08

UB 24-2 SPECIFICATIONS 24" DEEPROOT TREE ROOT BARRIERS.

SPECIFIED TREE ROOT BARRIERS ARE A MECHANICAL BARRIER AND ROOT DEFLECTOR TO PREVENT TREE ROOTS FROM DAMAGING HARD-SCAPES AND LANDSCAPES, ASSEMBLED IN 2' LONG MODULES TO CREATE VARYING SIZES OF CYLINDERS FOR SURROUNDING ROOT BALLS (SURROUND PLANTING STYLE) OR FOR LINEAR APPLICATIONS DIRECTLY BESIDE A HARDSCAPE. ADJACENT TO ONE SIDE OF THE TREES (LINEAR PLANTING STYLE).

A. MATERIALS

1. THE CONTRACTOR SHALL FURNISH AND INSTALL TREE ROOT BARRIERS AS SPECIFIED. THE TREE ROOT BARRIERS SHALL BE PRODUCT # UB 24-2 AS MANUFACTURED BY DEEP ROOT PARTNERS, L.P. 81 LANGTON ST. #4 SAN FRANCISCO, CA (800-458-7668), OR APPROVED EQUAL. THE BARRIER SHALL BE BLACK, INJECTION MOLDED PANELS, OF 0.085" (2.16MM) WALL THICKNESS IN MODULES 24" (610MM) LONG BY 24" (61 CM) DEEP; MANUFACTURED WITH A MINIMUM 50% POST CONSUMER RECYCLED POLYPROPYLENE PLASTIC WITH ADDED ULTRAVIOLET INHIBITORS; RECYCLABLE. EACH PANEL SHALL HAVE:

NOT LESS THAN 4 MOLDED INTEGRAL VERTICAL ROOT DEFLECTING RIBS OF AT LEAST 0.085" (2.16MM) THICKNESS PROTRUDING 1/2" (12.7MM) AT 90° FROM INTERIOR OF THE BARRIER PANEL, SPACED 6" (15.24CM) APART. (SEE PANEL DRAWING BELOW)

A DOUBLE TOP EDGE CONSISTING OF TWO PARALLEL, INTEGRAL, HORIZONTAL RIBS AT THE TOP OF THE PANEL OF A MINIMUM 0.085" (2.16MM) THICKNESS, 3/8" (9.53MM) WIDE AND 1/4" (6.35MM) APART WITH THE LOWER RIB ATTACHED TO THE VERTICAL ROOT-DEFLECTING RIBS. (SEE DETAIL "A").

A MINIMUM OF 9 ANTI-LIFT GROUND LOCK TABS CONSISTING OF INTEGRAL HORIZONTAL RIDGES OF A MINIMUM 0.085" (2.16MM) THICKNESS IN THE SHAPE OF A SEGMENT OF A CIRCLE, THE 2" (50.8MM) CHORD OF THE SEGMENT JOINING THE PANEL WALL AND THE SEGMENT, PROTRUDING 3/8" (9.53MM) FROM THE PANEL. THE NINE GROUND LOCKS ON EACH PANEL SHALL BE ABOUT EQUALLY SPACED BETWEEN EACH OF THE VERTICAL ROOT DEFLECTING RIBS (3 BETWEEN EACH SET OF RIBS, SEE DETAIL "B").

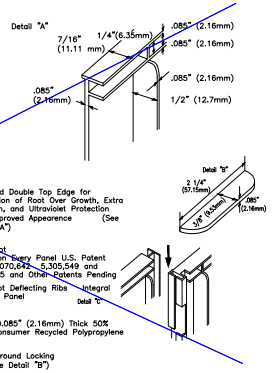
AN INTEGRATED ZIPPER JOINING SYSTEM PROVIDING FOR INSTANT ASSEMBLY BY SLIDING ONE PANEL INTO ANOTHER. (SEE DETAIL "C")

2. THE BASIC PROPERTIES OF THE MATERIAL SHALL BE:

B. CONSTRUCTION AND INSTALLATION

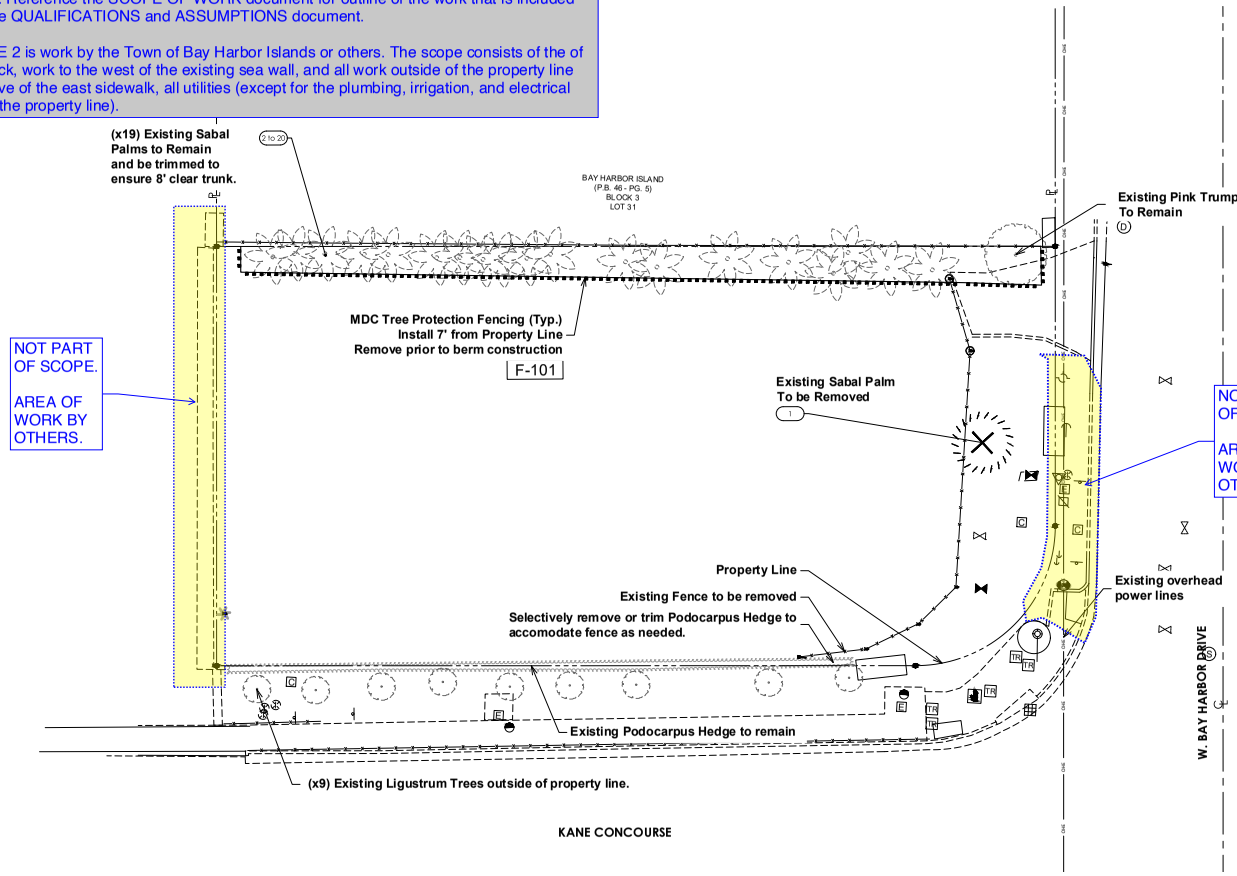
1. THE CONTRACTOR SHALL INSTALL THE TREE ROOT BARRIERS WITH THE NUMBER OF PANELS AND IN THE MANNER SHOWN ON THE DRAWINGS. THE VERTICAL ROOT DEFLECTING RIBS SHALL BE FACING INWARDS TO THE ROOT BALL AND THE DOUBLE TOP EDGE SHALL BE 1/2" (12.7MM) ABOVE GRADE. EACH OF THE REQUIRED NUMBER OF PANELS SHALL BE CONNECTED TO FORM A CIRCLE AROUND THE ROOT BALL OR JOINED IN A LINEAR FASHION AND PLACED ALONG THE ADJACENT HARDSCAPE.

2. EXCAVATION AND SOIL PREPARATION SHALL CONFORM TO THE DRAWINGS.


Detail "A"
7/16" (11.11 mm)
1/4"(6.35mm)
.085" (2.16mm)
.085" (2.16mm)
.085" (2.16mm)
.085" (2.16mm)
1/2" (12.7mm)
Patented Zipper Joining System
Patented Double Top Edge for Protection of Root Over Growth, Extra Strength, and Ultraviolet Protection and Improved Appearance (See Detail "A")
DeepRoot Name on Every Panel U.S. Patent Nos. 5,070,642, 5,305,549 and 5,528,85 and Other Patents Pending
90° Root Deflecting Ribs Integral Part of Panel
Panel 0.085" (2.16mm) Thick 50% Post Consumer Recycled Polypropylene
Patented Molded Ground Locking Anti-Lift Pads (See Detail "B")
Rounded Edges for Safety and Strength
Detail "B"
2 1/4" (57.15mm)
3/8" (9.53mm)
.085" (2.16mm)
Detail "C"

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).



GRAPHIC SCALE
0 5 10 20
1 INCH = 10 FEET

TREE CANOPY PRUNING NOTES

1. THE SCOPE OF THE WORK FOR MAY REQUIRE THE TRIMMING OF EXISTING TREE CANOPY TO ACCOMMODATE THE PROPOSED SITE IMPROVEMENTS. IF CANOPY TRIMMING IS REQUIRED THE CONTRACTOR SHALL TRIM EXISTING TREES IN ACCORDANCE WITH THE FOLLOWING:
2. CANOPY TRIMMING SHALL BE PERFORMED IMPLEMENTING ANSI-A300 (AMERICAN NATIONAL STANDARDS INSTITUTE) PRUNING STANDARDS BY OR UNDER THE SUPERVISION OF AN ISA CERTIFIED ARBORIST. TRIMMING INCLUDES BOTH HARDWOOD (DICOTYLEDON) AND PALM (MONOCOTYLEDON) SPECIES.
3. THE CONTRACTOR WILL ENSURE THAT ANY POTENTIAL CANOPY REDUCTION WILL BE KEPT TO A MINIMUM BY REMOVING ONLY WHAT IS NECESSARY TO ACHIEVE THE REQUIRED CLEARANCES FOR THE INSTALLATION OF THE PROPOSED SITE IMPROVEMENTS. WHEN THE PRUNING OF A BRANCH WILL RESULT IN THE REMOVAL OF ONE-HALF (1/2) OF THE FOLIAGE ON THAT BRANCH, IT SHOULD BE REMOVED TO THE PARENT STEM. IF CANOPY REDUCTION WILL RESULT IN A FOLIAGE LOSS GREATER THAN OR EQUAL TO ONE-QUARTER (1/4) OF ANY SINGLE TREE CANOPY, THE CONTRACTOR WILL BE REQUIRED TO CONTACT THE PROJECT CEI AND CITY PROJECT REPRESENTATIVE PRIOR TO TRIMMING. TREES THAT ARE PRUNED IN A MANOR INCONSISTENT WITH THE ANSI- A300 PRUNING STANDARDS (INCLUDING BUT NOT LIMITED TO: IMPROPER PRUNING CUTS, EXCESSIVE CANOPY REDUCTION, HEADER CUTS, TOPPING, FLAT BACKING OR TOPPING) WILL REQUIRE THEIR REMOVAL AND MITIGATION OF THE SUBJECT TREE AT THE CONTRACTOR'S EXPENSE AND MAY BE SUBJECT TO ADDITIONAL FINES AS DETERMINED BY THE GOVERNING ENTITY.
4. (X2) PINK TRUMPET TREES TO BE MAINTAINED BY TOWN OF BAY HARBOR ISLANDS. BRANCHES TO BE KEPT TRIMMED AT LEAST 2' FROM OVERHEAD POWER LINES.

ROOT PRUNING NOTES

ROOT PRUNING IS THE CUTTING OF ROOTS TO ACCOMMODATE THE PROPOSED INFRASTRUCTURE AND SITE IMPROVEMENTS. IN INSTANCES WHERE ROOT PRUNING IS REQUIRED, THE WORK SHALL BE CONDUCTED BY AN ISA CERTIFIED ARBORIST. PRIOR TO ROOT PRUNING THE TREES SHALL BE EVALUATED BY AN ISA CERTIFIED ARBORIST TO DETERMINE WHETHER THE ROOT CUTTING WILL DESTABILIZE THE TREE OR CAUSE UNACCEPTABLE DAMAGE TO THE TREE.

1. ROOTS MAY NOT BE TORN OFF WITH POWER EQUIPMENT, AND CUT ROOTS SHALL NOT BE LEFT WITH RIPPED, RAGGED OR SHREDDED ENDS. ROOTS MUST BE CLEANLY SEVERED WITH SHARP HAND TOOLS OR POWER ROOT SAWS.
2. PRUNING TRENCHES SHALL BE BACKFILLED WITH NATIVE SOILS, FREE OF DEBRIS.
3. WHEN A ROOT WITH A DIAMETER OF TWO INCHES OR GREATER IS ENCOUNTERED, A FINAL CLEAN CUT SHALL BE MADE WITH A SAW. THE CUT SHALL BE MADE FLUSH WITH THE SIDE OF THE TRENCH CLOSEST TO THE TREE.
4. WHEN ADJACENT TO NEW CURBING, UN-CURBED PAVED AREAS, OR AREAS OF GRADE CHANGES, ROOTS SHALL BE CUT NO MORE THAN 18 INCHES TOWARDS THE TREE FROM THE BACK OF THE CURB, THE EDGE OF THE PAVEMENT, OR THE POINT OF INTERSECTION OF OLD AND NEW GRADES, RESPECTIVELY. AFTER ROOT PRUNING, NO EXCAVATION FOR THE INSTALLATION OF FORMS OR FOR ANY OTHER REASON, MAY BE PERFORMED ANY CLOSER THAN SIX INCHES OUTSIDE OF THE ROOT PRUNING CUT. THE ROOT PRUNING TRENCH SHALL BE BACKFILLED WITH NATIVE SOIL.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY TREES IN NEED OF SUPPLEMENTAL SUPPORT FOLLOWING ROOT PRUNING. PRIOR TO COMMENCEMENT OF ROOT PRUNING, THE CONTRACTOR SHALL FURNISH A SUPPLEMENTAL SUPPORT PLAN WHICH IDENTIFIES EACH TREE IN NEED OF TEMPORARY SUPPLEMENTAL SUPPORT AND PROPOSE A STAKING/GUYING SYSTEM. THE CONTRACTOR SHALL INSTALL THE APPROVED SUPPORT SYSTEMS IMMEDIATELY FOLLOWING ROOT PRUNING.

TREE DISPOSITION NOTES

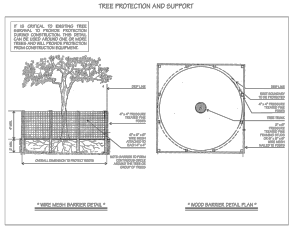
1. ROOT PRUNING AND WATERING PRIOR TO CONSTRUCTION
   - 1.1. TREE ROOT PRUNING AND TRIMMING SHALL BE PERFORMED UNDER THE SUPERVISION OF A CERTIFIED & LICENSED ARBORIST.
   - 1.2. ROOT PRUNE TREES A MINIMUM OF EIGHT (8) WEEKS PRIOR TO CONSTRUCTION. PRIOR TO ROOT PRUNING, THOROUGHLY WATER THE ROOT ZONE WITH AT LEAST 2 TO 3 INCHES OF WATER FOR 2 TO 3 DAYS PRIOR TO ROOT PRUNING. SEE BELOW FOR RELOCATION TIMELINE.
   - 1.2.1. PROVIDE TEMPORARY IRRIGATION FOR EACH TREE THROUGHOUT THE DURATION OF CONSTRUCTION. SEE SHEET L-602 FOR SUGGESTED WATERING SCHEDULE.
   - 1.2.2. ROOT PRUNE TREES, SHOWN ON PLAN IN AREAS WHERE ROOTS WILL CONFLICT WITH CONSTRUCTION ACTIVITY. PRUNING OF ROOTS SHOULD BE DONE IN A MANNER TO PRESERVE THE GREATEST AMOUNT OF THE ROOT BASE AS POSSIBLE.
   - 1.2.3. FERTILIZE WITHIN THE ROOT ZONE (SEE NOTE 1.4).
   - 1.3. ROOT PRUNING SHALL BE ACCOMPLISHED BY DIGGING A TRENCH AROUND THE TREE IN AREAS WHERE PROPOSED SITE WORK WILL BE PERFORMED. TRENCHING SHALL BE AT A MINIMUM OF 24" DEEP. ROOT PRUNE ONLY WITH A MECHANICAL ROOT PRUNING SAW OR A TRENCHER WITH A MAXIMUM TRENCH WIDTH OF 8".
   - 1.4. ALL EXPOSED ROOTS SHALL BE CUT OFF SMOOTHLY, WITH SHARP INSTRUMENTS. BACKFILL TRENCHES WITH SOIL CONSISTING OF 30% SILICA SAND AND 70% MUCK. WATER THOROUGHLY AFTER ROOT PRUNING, AND ONCE PER BI-LO DURING THE ROOT REGENERATION PERIOD, WITH A SOLUBLE FERTILIZER THAT HAS A 20:20:20 ANALYSIS AT MANUFACTURER'S RECOMMENDED RATE.
2. BRACING AND GUYING OF TREES AFTER ROOT PRUNING
   - 2.1. BRACING AND GUYING SHALL BE PROVIDED TO ASSURE THE TREES STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAIL(S).
3. ROOT ZONE PROTECTION
   - 3.1. DURING THE ENTIRE CONSTRUCTION PERIOD ALL REASONABLE EFFORTS SHALL BE MADE TO PROTECT THE ROOT ZONE FROM DAMAGE. TREE PROTECTION BARRICADING SHALL BE ERECTED AROUND THE TREES. ALL PLANT MATERIAL DESIGNATED TO BE SAVED, OR OUTSIDE OF THE LIMITS OF CONSTRUCTION, SHALL BE PROTECTED DURING CONSTRUCTION WORK. WORK UNDER THESE LIMITS WILL INCLUDE CONSTRUCTION AND MAINTENANCE OF TEMPORARY BARRICADE FENCING TO PROTECT THE ROOT ZONES OF EXISTING TREES AND OTHER PLANTINGS.
   - 3.2. A PROTECTION BARRIER OR TEMPORARY FENCE OF AT LEAST 4 FEET IN HEIGHT SHALL BE INSTALLED AROUND EACH TREE TO BE PROTECTED AND PRESERVED. THE TREE PROTECTION SHALL BE INSTALLED PRIOR TO THE ACTUAL CONSTRUCTION START AND MAINTAINED FOR THE DURATION OF THE PROJECT.
   - 3.3. TREE BARRICADE FENCING SHALL BE AS PER THE APPLICABLE DETAIL(S).

TBHI will handle removal or relocation of existing trees if any tree is in conflict with an utility line either overhead or underground. It is the TBHI's responsibility to relocate and such utilities if deemed necessary.

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY
F-101	TREE PRESERVATION FENCING	155 lf

MDC TREE PROTECTION FENCE



TREE DISPOSITION SCHEDULE

Tree No.	Common Name	Scientific Name	DBH (in)	Disposition	Palms (CTH)	Height (ft)	Canopy Spread (ft)	Canopy Area	Estimated Non-Specimen DBH Mitigation	Estimated Specimen DBH Mitigation	Specimen Status	Condition Rating*	Critical Root Zone (ft)
1	Cabbage Palm	*Sabal palmetto*	12"	Remove	6		12	113			Non-Specimen	Good (61% to 80%)	4
2 to 20	Cabbage Palm Cluster	*Sabal palmetto*	12" O.A.	Remain	varies	varies	10' O.A.	1600	0	0	Non-Specimen	Good (61% to 80%)	4

Notes
*Condition value is based on the Council of Tree and Landscape Arrpraisers *Guide for Plant Appraisal* , 10th Edition.

Total Canopy	1644
Canopy Removed:	144
Specimen Canopy Removed:	0

TREE MITIGATION REQUIREMENTS

TREES AND PALMS	
Specimen Trees Removed (qty)	0
Specimen Trees DBH Removed (in)	0"
Specimen Trees Relocated (qty)	0
Non Specimen Trees Removed (qty)	1
Non Specimen Trees Canopy Removed (SF)	144
Non Specimen Relocated (qty)	0
Total Canopy for Mitigation	144

LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	EXISTING TREE TO REMAIN	—×--×--×—	EXISTING CHAIN OR WIRE FENCE
	TREE TO BE REMOVED	(~~~~~~)	EXISTING SHRUB LINE
	TREE PROTECTION FENCING		

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

PERMIT SET

cma
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com

REGISTRATION
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY EDWARD D. HOLLAND ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
LICENSED LANDSCAPE ARCHITECT EDWARD D. HOLLAND LA 6667129 STATE OF FLORIDA
THE ADOBE SIGNATURE AND SEAL APPEARING ON THIS PAGE OF THIS ELECTRONICALLY TRANSMITTED DOCUMENT WAS PLACED THEREON BY THE PERSON IDENTIFIED IN THE ADOBE SIGNATURE IN ACCORDANCE WITH RULE 61G15-23.001, F.A.C.

Exhibit A
11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

PROJECT INFORMATION
9600 W. BAY HARBOR DR. KAYAK PARK
BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
PS

DRAWN BY
PS

CHECKED BY
EDH

DRAWING TITLE
TREE DISPOSITION PLAN

DRAWING NUMBER
L1.03
14 OF 26

Plot Date= 10/13/2025 8:18:30 AM Username: mpineda Layout Name: L1.03
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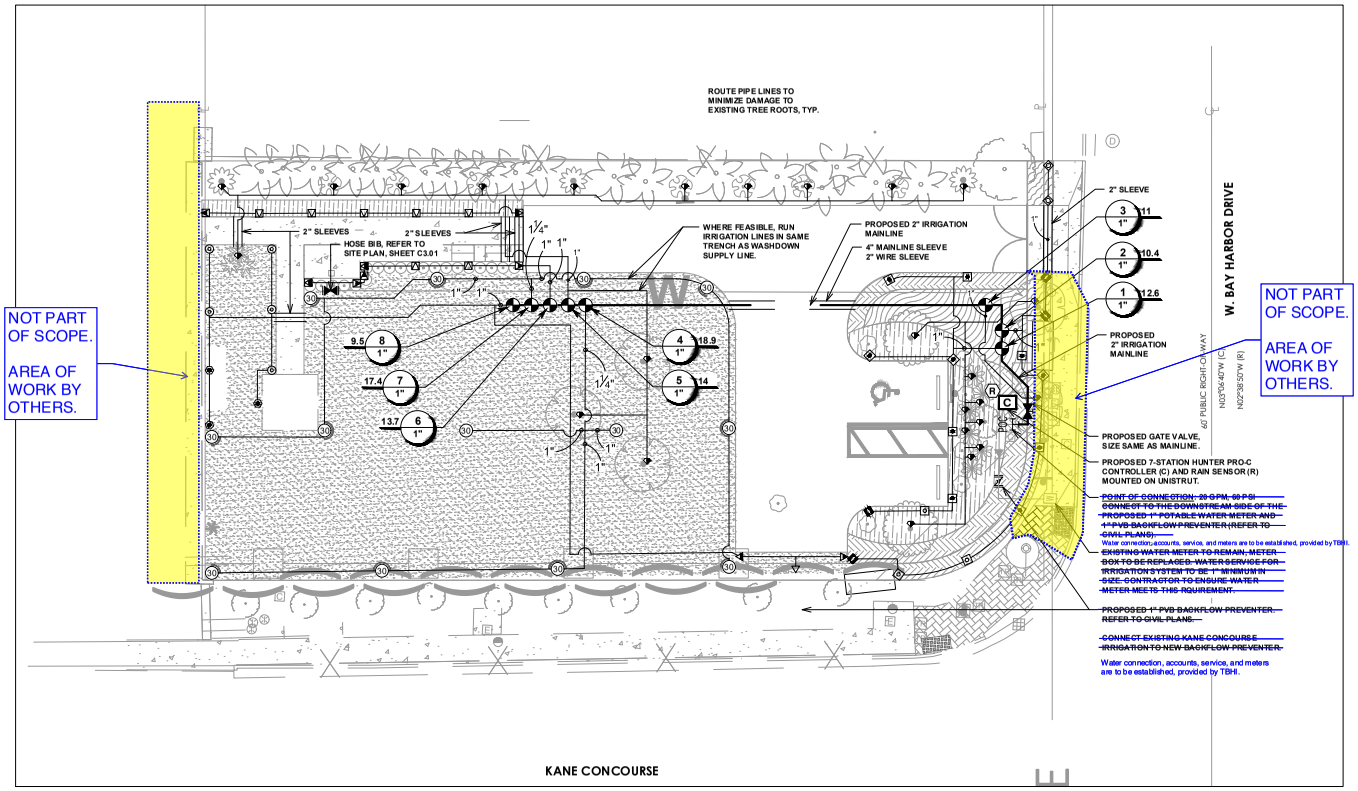

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
	HUNTER PROS-06-PRS30-CV LCS-515	1	LCS	30	0.65	5'x15'
	HUNTER PROS-06-PRS30-CV RCS-515	1	RCS	30	0.65	5'x15'
	HUNTER PROS-06-PRS30-CV SS-530	1	SST	30	1.3	5'x30'
	HUNTER PROS-06-PRS30-CV 10A	3	ADJ	30	≤ 2.02	10'
	HUNTER PROS-06-PRS30-CV 12A	5	ADJ	30	≤ 2.52	12'
	HUNTER PROS-12-PRS30-CV LCS-515	4	LCS	30	0.65	5'x15'
	HUNTER PROS-12-PRS30-CV RCS-515	3	RCS	30	0.65	5'x15'
	HUNTER PROS-12-PRS30-CV SS-530	7	SST	30	1.3	5'x30'
	HUNTER PROS-12-PRS30-CV 08A	2	ADJ	30	≤ 1.76	8'
	HUNTER PROS-12-PRS30-CV 10A	4	ADJ	30	≤ 2.02	10'
	HUNTER PROS-12-PRS30-CV 12A	3	ADJ	30	≤ 2.52	12'
	HUNTER PROS-12-PRS30-CV 15A	10	ADJ	30	≤ 3.71	15'
	HUNTER PCB 10	25	360	30	1	3'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS
	HUNTER I-20-06-MPR 25 TURF ROTOR, 6IN, POP-UP, ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE. MPR NOZZLE.	13	45		25'

Temporary water meter and use is the responsibility of the TBHI.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	HUNTER ICV-G-FS 1-1/2" REMOTE CONTROL VLAVE WITH GLOBE CONFIGURATION, PRESSURE REGULATING MODULE, AND GLASS-FILLED NYLON CONSTRUCTION. PROVIDE TIER-8 RATED VALVE BOX.	8
	LEEMCO LMV-11BB 2IN. X 2IN. LMV-BB SERIES MAINLINE GATE VALVE. THE BELL X BELL VERSION PROVIDES IN-LINE ISOLATION WHERE THE LOCATION IS NOT NEAR A MAINLINE DUCTILE IRON FITTING.	1
C	HUNTER P2C-400 WITH (01) PCM-300 LIGHT COMMERCIAL & RESIDENTIAL CONTROLLER, 7-STATION EXPANDED MODULE CONTROLLER, 120 VAC, OUTDOOR/INDOOR MODEL	1
R	HUNTER RAIN-CLIK RAIN SENSOR, WITH CONDUIT INSTALLATION, MOUNT AS NOTED. NORMALLY CLOSED SWITCH.	1
POC	POINT OF CONNECTION 1" POTABLE WATER METER	1
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21	1,235 LF
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21	113.4 LF
	PIPE SLEEVE: PVC SCHEDULE 40	62.3 LF

Valve Callout
Valve Number
Valve Flow
Valve Size

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	PSI @ POC	PRECIP
1	HUNTER ICV-G-FS	1"	SHRUB SPRAY	12.56	33.4	0.97 in/h
2	HUNTER ICV-G-FS	1"	SHRUB SPRAY	10.42	33.3	0.95 in/h
3	HUNTER ICV-G-FS	1"	BUBBLER	11	33.3	4.28 in/h
4	HUNTER ICV-G-FS	1"	TURF ROTOR	18.88	49.0	0.65 in/h
5	HUNTER ICV-G-FS	1"	BUBBLER	14	34.0	3.4 in/h
6	HUNTER ICV-G-FS	1"	SHRUB SPRAY	13.65	33.8	3.09 in/h
7	HUNTER ICV-G-FS	1"	TURF ROTOR	17.44	48.8	0.72 in/h
8	HUNTER ICV-G-FS	1"	TURF SPRAY	9.5	33.5	1.7 in/h

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).

GRAPHIC SCALE
0 5 10 20
1 INCH = 10 FEET

GENERAL NOTES

1. WATER SERVICE FOR IRRIGATION SYSTEM TO BE 1" MINIMUM IN SIZE. CONTRACTOR TO ENSURE WATER METER MEETS THIS REQUIREMENT.
2. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
3. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
4. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
5. CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY THE POWER LINES.
6. MAINLINE LOCATION, WHERE SHOWN, IS FOR GRAPHIC CLARITY PURPOSES ONLY. INSTALL AT THE BACK OF CURB, FRONT OF WALK, BACK OF WALK, OR ADJACENT TO OTHER HARDSCAPES TO FACILITATE FUTURE LOCATION AND TO PROTECT FROM DAMAGE. ENSURE MAINLINE IS INSTALLED ACCORDING TO THE IRRIGATION SPECIFICATIONS AND DETAILS.
7. IF IT IS NECESSARY TO HAVE PIPING UNDER HARDSCAPE ITEMS, SUCH AS ROADS, WALKS AND PATIOS, THE PIPES MUST BE SLEEVED WITH THE SLEEVE DIAMETER BEING AT LEAST TWICE THE SIZE OF THE PIPE IT IS CARRYING.
8. ANY MAJOR DESIGN CHANGES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OF RECORD PRIOR TO CONSTRUCTION; CONTRACTOR PROCEEDS WITH CHANGES AT OWN RISK.
9. NO SUBSTITUTIONS SHALL BE PERMITTED, EXCEPT WITH WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT OF RECORD.

Temporary water meter is to be provided by the TBHI. Water service, account, and usage is the responsibility of the TBHI.

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

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Miami, FL 33146
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www.chenmoore.com

REGISTRATION
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
ON THE DATE ADJACENT TO THE SEAL
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
LA 6667129
STATE OF FLORIDA
THE ADDITION, DELETION OR MODIFICATION OF ELECTRONIC SEALED PLANS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SEALING ARCHITECT, EXCEPT AS SPECIFIED BY FLORIDA STATUTE 471.025(3).
SIGNATURE DATE: 10/13/2025

Exhibit A
11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

PROJECT INFORMATION
9600 W. BAY HARBOR DR. KAYAK PARK
BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
JC

DRAWN BY
JC

CHECKED BY
EDH

DRAWING TITLE
IRRIGATION PLAN

DRAWING NUMBER
L3.01
15 OF 26

Plot Date: 10/13/2025 8:18:39 AM Username: rfarfan Layout Name: L3.01
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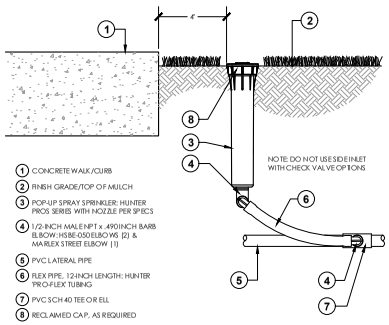
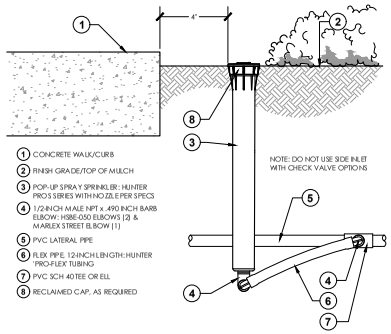


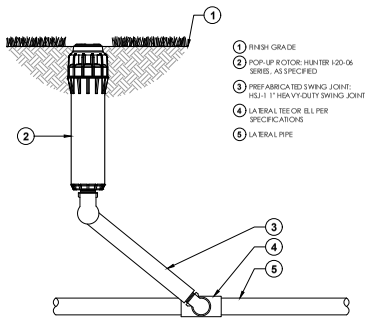
1 6" POP-UP SPRAY

3" = 1'-0" 328403.13-05



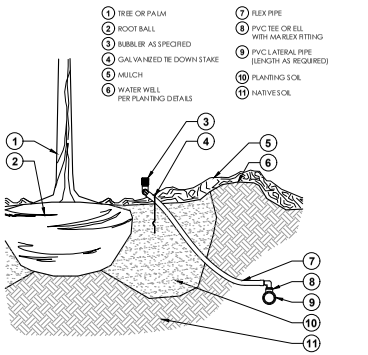
2 12" POP-UP SPRAY

3" = 1'-0" 328403.29-12



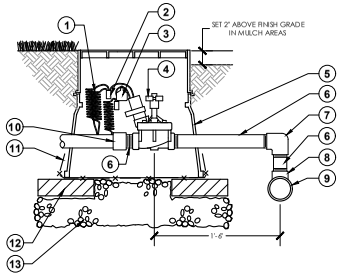
3 TURF ROTOR

3" = 1'-0" 328403.16-14



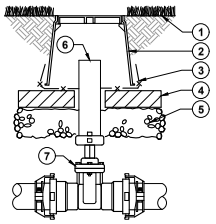
4 TREE BUBBLER

1 1/2" = 1'-0" 328403.53-06



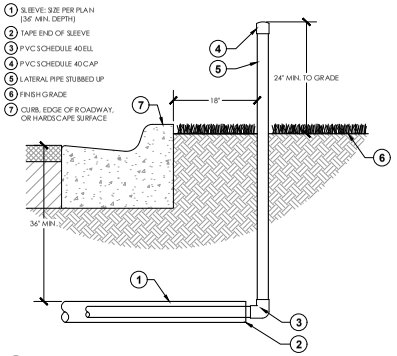
5 PRESSURE REGULATING REMOTE CONTROL VALVE

1 1/2" = 1'-0" 328406.13-11



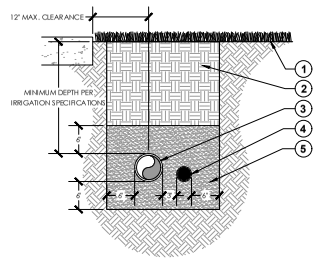
6 ISOLATION VALVE

1 1/2" = 1'-0" 328406.33-14



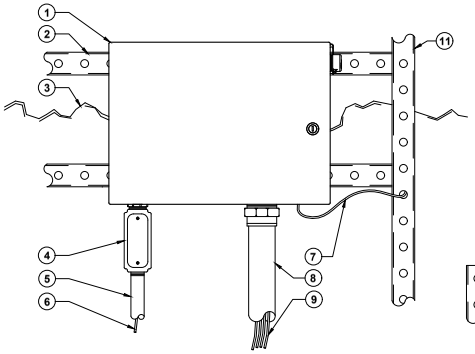
7 PIPE SLEEVING

1" = 1'-0" 328409.76-32



8 MAINLINE AND LATERAL TRENCH

1" = 1'-0" 328409.76-34



9 MODULAR CONTROLLER WITH RAIN SENSOR ON UNISTRUT

3" = 1'-0" 328409.13-42

Temporary water meter and use is the responsibility of the TBHI.

Water connection, accounts, service, and meters are to be established, provided by TBHI.

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

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Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!

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Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com

REGISTRATION

THIS ITEM IS ADDED ELECTRONICALLY SIGNED AND SEALED BY EDUARDO HERNANDEZ CHENARD, LANDSCAPE ARCHITECT, LICENSED IN THE STATE OF FLORIDA, LA 6667129

ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS ITEM SHOWN THIS TEXT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THE ADOPTED SIGNATURE AND SEAL APPEARING ON THIS DOCUMENT ARE THE RESPONSIBILITY OF THE REGISTERED LANDSCAPE ARCHITECT WHOSE NAME APPEARS ABOVE IN ACCORDANCE WITH RULE 61G10-11.021, F.A.C.

SIGNATURE DATE: 10/13/2025

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

PROJECT INFORMATION

9600 W. BAY HARBOR DR. KAYAK PARK

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
JC

DRAWN BY
JC

CHECKED BY
EDH

DRAWING TITLE
IRRIGATION DETAILS

DRAWING NUMBER
L3.02
16 OF 26

Plot Date: 10/13/2025 8:18:40 AM Username: lfarfan Layout Name: L3.02
Folder Path: K:\Projects\2025\25-0326.00012 - 9600 Bay Harbor Kayak Park Renovation Design\CAD\Sheets Filename: 25-0326.00012 Irrigation Plan.dwg

IRRIGATION SPECIFICATIONS

1. GENERAL
   1.1. THE SYSTEM HAS BEEN DESIGNED TO CONFORM WITH THE REQUIREMENTS OF ALL APPLICABLE CODES. SHOULD ANY CONFLICT EXIST, THE REQUIREMENTS OF THE CODES SHALL PREVAIL. IT IS THE RESPONSIBILITY OF THE OWNER/INSTALLATION CONTRACTOR TO INSURE THE ENTIRE SYSTEM IS INSTALLED ACCORDING TO ALL APPLICABLE LAWS, RULES, REGULATIONS AND CONVENTIONS. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS ACCORDING TO FEDERAL, STATE AND LOCAL LAWS.
   1.2. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
   1.3. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
   1.4. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND VERIFY PROPER CLEARANCE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
   1.5. THE CONTRACTOR MUST SUBMIT FOR APPROVAL, PRIOR TO INSTALLATION, COPIES OF THE MANUFACTURER'S CUT SHEETS/SPECIFICATIONS FOR ALL COMPONENTS TO BE USED IN THE IRRIGATION SYSTEM.
   1.6. ~~THE IRRIGATION CONTRACTOR SHALL BE CERTIFIED AS A CERTIFIED IRRIGATION CONTRACTOR BY THE IRRIGATION ASSOCIATION. THE CERTIFICATION SHALL BE CURRENT AND IN GOOD STANDING.~~
2. SCOPE OF WORK
   2.1. THE WORK SPECIFIED IN THIS SECTION CONSISTS OF FURNISHING ALL COMPONENTS NECESSARY FOR THE INSTALLATION, TESTING, AND DELIVERY OF A COMPLETE, FULLY FUNCTIONAL AUTOMATIC LANDSCAPE IRRIGATION SYSTEM THAT COMPLETELY COMPLIES WITH THE 100% IRRIGATION PLANS, SPECIFICATIONS, NOTES, DETAILS AND ALL APPLICABLE LAWS, REGULATIONS, CODES AND ORDINANCES. THIS WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, THE PROVIDING OF ALL REQUIRED MATERIAL (PIPE, VALVES, FITTINGS, CONTROLLERS, WIRE, PRIMER, GLUE, ETC.), LAYOUT, PROTECTION OF THE PUBLIC, EXCAVATION, ASSEMBLY, INSTALLATION, BACK FILLING, COMPACTING, REPAIR OF ROAD SURFACES, CONTROLLER AND LOW VOLTAGE FEEDS TO VALVES, CLEANUP, MAINTENANCE, GUARANTEE AND AS-BUILT PLANS.
   2.2. ALL IRRIGATED AREAS SHALL PROVIDE 100% HEAD-TO-HEAD COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM WITH A RAIN SENSOR AS SHOWN. THE RAIN SENSOR SHALL BE INSTALLED TO PREVENT ITS ACTIVATION BY ADJACENT HEADS. ALL WATERING PROCEDURES SHALL CONFORM TO LOCAL CODES, AS WELL AS THIS PROJECT'S REGIONAL WATER MANAGEMENT DISTRICT RESTRICTIONS AND REGULATIONS. ZONES ARE PRIORITIZED FIRST BY PUBLIC SAFETY AND THEN BY HYDRAULIC CONCERNS. THIS SEQUENCING WILL BE A MANDATORY PUNCH LIST ITEM. THESE PLANS HAVE BEEN DESIGNED TO SATISFY/EXCEED THE FLORIDA BUILDING CODE (FBC) APPENDIX F AND THE FLORIDA IRRIGATION SOCIETY STANDARDS AND SPECIFICATIONS FOR TURF AND LANDSCAPE IRRIGATION SYSTEMS, FOURTH EDITION.
   2.3. ~~CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES 72 HOURS PRIOR TO COMMENCEMENT OF WORK.~~ TBHI is to provide as built drawings showing existing conditions.
   2.4. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE THEMSELVES WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, STRUCTURES AND UTILITIES. DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTION, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE DESIGN. SUCH OBSTRUCTIONS, OR DIFFERENCES, SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER' AUTHORIZED REPRESENTATIVE. ~~IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.~~
   2.5. IRRIGATION CONTRACTOR SHALL REPAIR OR REPLACE ALL EXISTING SITE ITEMS DAMAGED BY THEIR WORK. IRRIGATION CONTRACTOR SHALL COORDINATE THEIR WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES AND LATERALS THROUGH WALLS, UNDER ~~ROADWAYS AND~~ PAVING, ETC.
   2.6. ~~THE CONTRACTOR SHALL TAKE IMMEDIATE STEPS TO REPAIR, REPLACE, OR RESTORE ALL SERVICES TO ANY UTILITIES WHICH ARE DISRUPTED DUE TO THEIR OPERATIONS. ALL COSTS INVOLVED IN DISRUPTION OF SERVICE AND REPAIRS DUE TO NEGLIGENCE ON THE PART OF THE CONTRACTOR SHALL BE THE CONTRACTOR'S RESPONSIBILITY.~~
3. SUBMITTALS
   3.1. THE CONTRACTOR SHALL PROVIDE FOR APPROVAL PRIOR TO INSTALLATION, MANUFACTURER'S PRODUCT DESCRIPTION SHEETS/SPECIFICATIONS FOR ALL MAJOR COMPONENTS OF THE IRRIGATION SYSTEM, MODEL NUMBERS SHALL BE HIGHLIGHTED OR CIRCLED.
   3.2. ~~NO~~ SUBSTITUTIONS OR DEVIATIONS FROM THE SPECIFIED BRANDS, MODELS, OR SIZES SHALL BE PERMITTED, ~~EXCEPT~~ WITH WRITTEN APPROVAL FROM ~~THE LANDSCAPE ARCHITECT OF RECORD~~ the TBHI.
   3.3. ANY MAJOR DESIGN CHANGES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OF RECORD PRIOR TO CONSTRUCTION; CONTRACTOR PROCEEDS WITH CHANGES AT OWN RISK. ~~DESIGN CHANGES, SUBSTITUTIONS, OR DEVIATIONS NOT APPROVED BY THE LANDSCAPE ARCHITECT OF RECORD WILL RESULT IN REJECTION AND REPLACEMENT OF MATERIALS AT NO ADDITIONAL COST TO THE OWNER.~~
4. POST CONSTRUCTION DOCUMENTATION
   4.1. DOCUMENTATION:
      4.1.1. PROVIDE THE MANUFACTURERS' RECOMMENDED OPERATING INSTRUCTIONS FOR ALL MAJOR COMPONENTS INCORPORATED INTO THE IRRIGATION SYSTEM.
      4.1.2. PROVIDE SYSTEM OPERATION MANUALS, MAINTENANCE SCHEDULES, RECOMMENDED SCHEDULE OF OPERATION INCLUDED AVERAGE APPLICATION RATES WITH SEASONAL ADJUSTMENTS FOR EACH ZONE.
      4.1.3. PROVIDE ALL REQUIRED TESTING AND INSPECTION CERTIFICATES TO THE OWNER OR OWNER'S REPRESENTATIVE
   4.2. AS-BUILT DRAWINGS: PROVIDE RECORD DRAWINGS AND PLANS SHOWING ALL CHANGES IN THE DESIGN TO INDICATE THE ACTUAL INSTALLATION AND LOCATION OF ALL EQUIPMENT AND MATERIALS. THE FOLLOWING SPECIFIC ITEMS MUST BE INCLUDED:
      4.2.1. LOCATION AND SIZE OF MAINLINE PIPING, LATERAL PIPING, AND PIPE SLEEVING.
      4.2.2. ISOLATION VALVES
      4.2.3. REMOTE CONTROL VALVE LOCATIONS, SIZES, NUMBER, AND AREA OF COVERAGE SHOWN USING DIFFERENT COLORS.
      4.2.4. SPLICE BOXES AND LOW VOLTAGE WIRING PATH.
      4.2.5. CONTROLLER AND RAIN SHUTOFF DEVICES.
      4.2.6. POINT OF CONNECTION INCLUDING THE TYPE OF WATER SOURCE, SIZE, FLOW RATE, AND OPERATING PRESSURE.
      4.2.7. DATE AND SCALE.
      4.2.8. CONTRACTOR'S NAME, ADDRESS, AND TELEPHONE NUMBER.
      4.2.9. ~~THE AS-BUILT DRAWINGS SHALL BE SIGNED BY A FLORIDA REGISTERED LANDSCAPE ARCHITECT OR PROFESSIONAL ENGINEER.~~
   4.3. CONTRACTOR SHALL FURNISH FIVE EXTRA UNITS OF EACH TYPE OF POPUP SPRAY AND EMITTER THAT MATCH PRODUCTS INSTALLED AND THAT ARE PACKAGED WITH PROTECTIVE COVERING FOR STORAGE AND IDENTIFIED WITH LABELS DESCRIBING CONTENTS. INCLUDE TOOLS TO SERVICE THESE PRODUCTS.
5. FINAL ACCEPTANCE
   5.1. FINAL ACCEPTANCE OF THE IRRIGATION SYSTEM WILL BE GIVEN AFTER THE FOLLOWING DOCUMENTS AND CONDITIONS HAVE BEEN COMPLETED AND APPROVED. FINAL PAYMENT WILL NOT BE RELEASED UNTIL THESE CONDITIONS ARE SATISFIED.
      5.1.1. FINAL WALK-THRU AND CORRECTION OF ALL PUNCH LIST ITEMS.
      5.1.2. COMPLETION AND ACCEPTANCE OF AS-BUILT RECORD DRAWINGS.
      5.1.3. TURNOVER OF ALL REQUIRED PARTS AND TOOLS AS OUTLINED IN THE PROJECT SPECIFICATIONS.
6. GUARANTEE
   6.1. FULLY WARRANT THE LANDSCAPE IRRIGATION SYSTEM FOR A PERIOD OF ONE (1) YEAR AFTER THE WRITTEN FINAL ACCEPTANCE.
   6.2. DURING THE WARRANTY PERIOD, ENFORCE MANUFACTURER'S AND SUPPLIER'S WARRANTIES. MALFUNCTIONS, DEFICIENCIES, BREAKS, DAMAGES, DISREPAIR OR OTHER DISORDERS DUE TO MATERIALS, WORKMANSHIP, OR INSTALLATION BY THE CONTRACTOR AND HIS SUPPLIERS SHALL BE IMMEDIATELY AND PROPERLY CORRECTED.
   6.3. REPAIR DAMAGES PROMPTLY WHICH ARE CAUSED BY SYSTEM MALFUNCTION.
7. POINT OF CONNECTION (P.O.C.)
   7.1. THE POC IS AN EXISTING 1" POTABLE WATER METER, UTILIZING AN EXISTING MUNICIPAL POTABLE WATER MAIN. THE POC SHALL BE CAPABLE OF SUPPLYING A MINIMUM OF 20 GPM AT 60 PSI. CONTRACTOR SHALL VERIFY THESE MINIMUM CONDITIONS CAN BE MET PRIOR TO BEGINNING IRRIGATION SYSTEM INSTALLATION.
   7.2. IF THE CONDITIONS CAN NOT BE MET, THE CONTRACTOR MUST NOTIFY THE DESIGNER PRIOR TO PROCEEDING WITH THE WORK. ~~IF THE CONTRACTOR DOES NOT DO SO, THE CONTRACTOR PROCEEDS AT THEIR OWN RISK AND BECOMES RESPONSIBLE FOR ANY FUTURE WORK REQUIRED TO MAKE THE SYSTEM PERFORM AS REQUIRED.~~
8. PIPING
   8.1. MAINLINE PIPE: PVC CLASS 200 SDR 21, NON-GASKETED, SOLVENT WELD, WITH SCHEDULE 40 PVC FITTINGS.
   8.2. LATERAL PIPE: PVC CLASS 200 SDR 21, NON-GASKETED, SOLVENT WELD, WITH SCHEDULE 40 PVC FITTINGS.
   8.3. THREADED PIPE: PVC SCHEDULE 80.
   8.4. PIPE LOCATIONS SHOWN ON THE PLAN ARE SCHEMATIC AND SHALL BE ADJUSTED IN THE FIELD. WHEN LAYING OUT MAINLINES PLACE A MAXIMUM OF 12' AWAY FROM EITHER THE BACK OF CURB, FRONT OF WALK, BACK OF WALK, OR OTHER HARDSCAPE TO ALLOW FOR EASE IN LOCATING AND PROTECTION FROM PHYSICAL DAMAGE. INSTALL ALL LATERAL PIPE NEAR EDGES OF PAVEMENT OR AGAINST BUILDINGS WHENEVER POSSIBLE TO ALLOW SPACE FOR PLANT ROOT BALLS. ALWAYS INSTALL PIPING INSIDE PROJECT PROPERTY BOUNDARY.
   8.5. PIPES SHALL ALWAYS BE PLACED IN PLANTING BEDS. IF IT IS NECESSARY TO HAVE PIPING UNDER HARDSCAPES, SUCH AS ROADS, WALKS, AND PATIOS, THE PIPES MUST BE SLEEVED USING SCH 40 PVC WITH THE SLEEVE DIAMETER BEING TWICE THE SIZE OF THE PIPE IT IS CARRYING WITH A MINIMUM SLEEVE SIZE OF 2".
   8.6. PIPE SIZES SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS. NO SUBSTITUTIONS OF SMALLER PIPE SIZES SHALL BE PERMITTED, BUT SUBSTITUTIONS OF LARGER SIZES MAY BE APPROVED. ALL DAMAGED AND REJECTED PIPE SHALL BE REMOVED FROM THE SITE AT THE TIME OF SAID REJECTION.
   8.7. CONTRACTOR TO ENSURE ALL MAINLINE PIPING IS PROPERLY RESTRAINED USING MECHANICAL JOINT FITTINGS, RESTRAINING COLLARS, THREADED RODS, THRUST BLOCKS, ETC., AS AND WHERE REQUIRED. CONTRACTOR SHALL REFER TO PIPE MANUFACTURER'S RECOMMENDED INSTALLATION PRACTICES FOR FURTHER DIRECTION.
   8.8. PVC PIPE JOINT COMPOUND AND PRIMER: SLOW-DRYING, HEAVY DUTY CEMENT AND TINTED (PURPLE) PRIMER THAT IS COMPATIBLE WITH THE CEMENT. THE PVC CEMENT SHALL BE WELD-ON 2711 GREY AND THE PRIMER SHALL BE WELD-ON P70 PURPLE PRIMER, OR APPROVED EQUALS.
   8.9. MAIN LINE PIPE DEPTH MEASURED TO THE TOP OF PIPE SHALL BE 18" MINIMUM, 36" MINIMUM AT VEHICULAR CROSSINGS.
   8.10. LATERAL LINE DEPTHS MEASURED TO TOP OF PIPE SHALL BE 12" MINIMUM, 30" MINIMUM AT VEHICULAR CROSSINGS.
9. LAYOUT
   9.1. LAY OUT IRRIGATION SYSTEM MAINLINES AND LATERAL LINES. MAKE THE NECESSARY ADJUSTMENTS AS REQUIRED TO TAKE INTO ACCOUNT ALL SITE OBSTRUCTIONS AND LIMITATIONS PRIOR TO EXCAVATING TRENCHES.
   9.2. ~~STAKE ALL SPRINKLER HEAD LOCATIONS.~~ ADJUST LOCATION AND MAKE THE NECESSARY MODIFICATIONS TO NOZZLE TYPES, ETC., REQUIRED TO INSURE 100% HEAD TO HEAD COVERAGE. REFER TO THE EDGE OF PAVEMENT DETAIL ON THE IRRIGATION DETAIL SHEET.
   9.3. SPRAY HEADS SHALL BE INSTALLED 4" FROM SIDEWALKS OR CURBED ROADWAYS AND 12" FROM UNCURBED ROADWAYS AND BUILDING FOUNDATIONS. ROTORS SHALL BE INSTALLED 4" FROM SIDEWALKS OR CURBED ROADWAYS, 12" FROM BUILDING FOUNDATIONS, AND 36" FROM UNCURBED ROADWAYS.
   9.4. SHRUB HEADS SHALL BE INSTALLED ON 3/4" SCH 40 PVC RISERS. THE RISERS SHALL BE SET AT A MINIMUM OF 18" OFF SIDEWALKS, ROADWAY CURBING, BUILDING FOUNDATIONS, AND/OR ANY OTHER HARDSCAPED AREAS. SHRUB HEADS SHALL BE INSTALLED TO A STANDARD HEIGHT OF 4" BELOW MAINTAINED HEIGHT OF PLANTS AND SHALL BE INSTALLED WITHIN PLANTED MASSES TO BE LESS VISIBLE AND OFFER PROTECTION. PAINT ALL SHRUB RISERS WITH FLAT BLACK OR FOREST GREEN PAINT, UNLESS IRRIGATION SYSTEM WILL BE INSTALLED FROM A REUSE WATER SYSTEM WITH PURPLE PVC RISERS.
   9.5. LOCATE VALVES PRIOR TO EXCAVATION. INSURE THAT THEIR LOCATION PROVIDES FOR EASY ACCESS AND THAT THERE IS NO INTERFERENCE WITH PHYSICAL STRUCTURES, PLANTS, TREES, POLES, ETC., VALVE BOXES MUST BE PLACED A MINIMUM OF 12" AND A MAXIMUM OF 15" FROM THE EDGE OF PAVEMENT, CURBS, ETC., AND THE TOP OF THE BOX MUST BE 2" ABOVE FINISH GRADE. NO VALVE BOXES SHALL BE INSTALLED IN TURF AREAS WITHOUT APPROVAL BY THE IRRIGATION DESIGNER; ONLY IN SHRUB BEDS. NEVER INSTALL VALVE BOXES WITHIN A SPORTS FIELD OR DESIGNATED PLAY AREA.
8. ELECTRICAL POWER SUPPLY
   8.1. ELECTRICAL SUPPLY FOR THE CONTROLLER SHALL BE PROVIDED BY THE IRRIGATION CONTRACTOR. CONTRACTOR TO COORDINATE WITH LOCAL UTILITIES FOR THE INSTALLATION OF AND CONNECTION TO AVAILABLE SITE POWER SUPPLY FOR REQUIRED ELECTRICAL COMPONENTS AS SET FORTH IN THE 100% IRRIGATION PLANS.
   8.2. ALL ELECTRICAL INSTALLATION TO COMPLY WITH THE NATIONAL ELECTRICAL CODE AND ANY AND ALL OTHER APPLICABLE ELECTRICAL CODES, LAWS AND REGULATIONS. A LICENSED ELECTRICIAN SHALL PERFORM ALL ELECTRICAL HOOK-UPS. POWER FOR THE CONTROLLER SHALL BE 120 VOLT, 20 AMP.
9. CONTROL WIRING
   9.1. IRRIGATION CONTROL WIRE SHALL BE THERMOPLASTIC SOLID COPPER, SINGLE CONDUCTOR, LOW VOLTAGE IRRIGATION CONTROLLER WIRE SUITABLE FOR DIRECT BURIAL AND CONTINUOUS OPERATION AT RATED VOLTAGES.
   9.2. TAPE AND BUNDLE CONTROL WIRES EVERY 10' AND RUN ADJACENT TO THE MAINLINE. AT ALL TURNS IN DIRECTION MAKE A 2' COIL OF WIRE. AT ALL VALVE BOXES COIL WIRE AROUND A 3/4" PIECE OF PVC PIPE TO MAKE A COIL USING 30 LINEAR INCHES OF WIRE. MAKE ELECTRICAL CONNECTIONS WITH 3M-DBY, DBR CONNECTORS.
   9.3. NUMBER ALL WIRES USING AN ELECTRICAL BOOK OF NUMBERS ACCORDING TO THE PLANS. NUMBER WIRES IN ALL VALVE BOXES, JUNCTION BOXES AND AT THE CONTROLLER.
   9.4. WIRE SIZED, NUMBERED AND COLORED AS FOLLOWS:
      #14 WHITE FOR COMMON
      #14 SPARE BLACK COMMON
      #14 RED FOR HOT WIRES
      #14 SPARE YELLOW HOT WIRE
10. CONTROLLER GROUNDING
   10.1. CONTRACTOR TO UTILIZE 4'X8'X5/8" COPPER GROUNDING PLATES, 5/8"X10' COPPER CLAD GROUNDING RODS, 'ONE STRIKE' CAD WELLS AT ALL CONNECTION POINTS, #6 BARE COPPER WIRE, AND EARTH CONTACT MATERIAL. INSTALL THESE AND OTHER REQUIRED COMPONENTS AS OUTLINED IN THE DETAIL. CONTRACTOR TO VERIFY THAT THE EARTH TO GROUND RESISTANCE DOES NOT EXCEED 10 OHMS. CONTRACTOR SHALL PROVIDE A WRITTEN CERTIFICATION ON A LICENSED ELECTRICAL CONTRACTORS LETTER HEAD SHOWING THE DATE OF THE TEST, CONTROLLER LOCATION, AND TEST RESULTS. EACH CONTROLLER SHALL BE SO GROUNDED AND TESTED.
11. VALVES
   11.1. SEQUENCE ALL VALVES SO THAT THE FARTHEST VALVE FROM THE P.O.C. OPERATES FIRST AND THE CLOSEST TO THE P.O.C. OPERATES LAST. THE CLOSEST VALVE TO THE P.O.C. SHOULD BE THE LAST VALVE IN THE PROGRAMMED SEQUENCE.
   11.2. ADJUST THE FLOW CONTROL ON EACH RCV TO ENSURE SHUT OFF IN 10 SECONDS AFTER DEACTIVATION BY THE IRRIGATION CONTROLLER.
   11.3. USING 3" HIGH NUMBER STENCILS, PAINT THE VALVE NUMBER IN WHITE ON THE LID OF EACH VALVE BOX.
12. EQUIPMENT
   12.1. BUBBLERS SHALL BE INSTALLED USING SCH 80 NIPPLES AND SHALL BE PLACED AT THE BASE OF TREES FOR LOW LEVEL WATERING.
   12.2. ALL POP-UP HEADS AND SHRUB RISERS SHALL BE PRESSURE COMPENSATING. ALL POP-UP HEADS SHALL BE MOUNTED ON FLEX-TYPE SWING JOINTS.
   12.3. ALL SPRINKLER EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS, AND IN ACCORDANCE WITH LOCAL AND STATE LAWS.
13. TRENCHING
   13.1. EXCAVATE STRAIGHT AND VERTICAL TRENCHES WITH SMOOTH, FLAT OR SLOPING BOTTOMS. TRENCH WIDTH AND DEPTH SHOULD BE SUFFICIENT TO ALLOW FOR THE PROPER VERTICAL AND HORIZONTAL SEPARATION BETWEEN PIPING AS SHOWN IN THE PIPE INSTALLATION DETAIL ON THE DETAIL SHEET.
   13.2. PROTECT EXISTING LANDSCAPED AREAS. REMOVE AND REPLANT ANY DAMAGED PLANT MATERIAL UPON JOB COMPLETION. THE REPLACEMENT MATERIAL SHALL BE THE SAME GENUS, SPECIES, AND SIZE OF THE MATERIAL IT IS REPLACING. THE FINAL DETERMINATION AS TO WHAT NEEDS TO BE REPLACED AND THE ACCEPTABILITY OF THE REPLACEMENT MATERIAL SHALL BE SOLELY DETERMINED BY THE OWNER OR OWNER'S REPRESENTATIVE.
14. INSTALLATION
   14.1. CUT ALL PIPE SQUARE AND DEBURR. CLEAN PIPE AND FITTINGS OF FOREIGN MATERIAL, THEN APPLY A SMALL AMOUNT OF PRIMER WHILE ENSURING THAT ANY EXCESS IS WIPED OFF IMMEDIATELY. PRIMER SHOULD NOT PUDDLE OR DRIP FROM PIPE OR FITTINGS. NEXT APPLY A THIN COAT OF PVC CEMENT. FIRST APPLY A THIN LAYER TO THE PIPE, THEN A THIN LAYER INSIDE THE FITTING, AND FINALLY ANOTHER VERY THIN LAYER ON THE PIPE. INSERT THE PIPE INTO THE FITTING. INSURE THAT THE PIPE IS INSERTED TO THE BOTTOM OF THE FITTING, THEN TURN THE PIPE A 1/4 TURN AND HOLD FOR 10 SECONDS. MAKE SURE THAT THE PIPE DOESN'T RECEDE FROM THE FITTING. IF THE PIPE ISN'T AT THE BOTTOM OF THE FITTING UPON COMPLETION, THE GLUE JOINT IS UNACCEPTABLE AND MUST BE DISCARDED.
   14.2. PIPES MUST CURE A MINIMUM OF 30 MINUTES PRIOR TO HANDLING AND PLACING INTO TRENCHES. A LONGER CURING TIME MAY BE REQUIRED; REFER TO THE MANUFACTURER'S SPECIFICATIONS. THE PIPE MUST CURE A MINIMUM OF 24 HOURS PRIOR TO FILLING WITH WATER.
15. BACKFILLING
   15.1. THE BACKFILL 6" BELOW AND 6" ABOVE ALL PIPING SHALL BE CLEAN SAND. ALL OTHER TRENCH BACKFILL CAN BE NATIVE MATERIAL BUT SHALL NOT CONTAIN ANYTHING LARGER THAN 2" IN DIAMETER.
   15.2. CONTRACTOR SHALL BACKFILL ALL PIPING, BOTH MAINLINE AND LATERALS, PRIOR TO PERFORMING ANY PRESSURE TESTS. THE PIPE SHALL BE BACKFILLED WITH THE EXCEPTION OF 2' ON EACH SIDE OF EVERY JOINT (BELL FITTINGS, 90'S, TEES, 45'S, ETC.). THESE JOINTS SHALL NOT BE BACKFILLED UNTIL ALL PIPING HAS SATISFACTORILY PASSED IT'S APPROPRIATE PRESSURE TEST AS OUTLINED BELOW.
16. TESTING & FLUSHING
   16.1. LEAKAGE TESTING
      16.1.1. REMOVE ALL REMOTE CONTROL VALVES AND CAP USING A THREADED CAP. FILL MAINLINE WITH WATER AND PRESSURIZE THE SYSTEM TO 125 PSI. MONITOR THE SYSTEM PRESSURE AT TWO GAUGE LOCATIONS; THE GAUGE LOCATIONS MUST BE AT OPPOSITE ENDS OF THE MAINLINE. WITH THE SAME RESPECTIVE PRESSURES, MONITOR THE GAUGES FOR TWO HOURS.
      16.1.2. PVC SOLVENT-WELD PIPE CONNECTIONS SHALL HAVE NO LEAKAGE. GASKETED PIPING SHALL LOSE NO MORE WATER THAN ALLOWED PER THE FLORIDA STATE BUILDING CODE, VOLUME II PLUMBING, PART VI, APPENDIX 'F'. REFER TO THIS SECTION FOR THE FORMULA TO BE USED TO CALCULATE THE MAXIMUM ALLOWABLE WATER LOSS DURING THE TESTING TIME.
      16.1.3. REPAIR ALL LEAKS AND RETEST MAINLINE PIPING UNTIL THE TEST IS SUCCESSFUL.
      16.1.4. LATERAL PIPE MUST BE FILLED AND VISUALLY CHECKED FOR LEAKS. ANY LEAKS DETECTED MUST BE REPAIRED. NO PRESSURE TEST OF THE LATERAL LINES IS REQUIRED.
   16.2. FLUSHING:
      16.2.1. PRIOR TO THE PLACEMENT OF HEADS, FLUSH ALL LINES FOR A MINIMUM OF 10 MINUTES OR UNTIL LINES ARE COMPLETELY CLEAN OF DEBRIS, WHICHEVER IS LONGER.
      16.2.2. USE SCREENS IN HEADS AND ADJUST HEADS FOR PROPER COVERAGE AVOIDING EXCESS WATER ON WALLS, WALKS AND PAVING.
   16.3. OPERATIONAL TESTING:
      16.3.1. UPON COMPLETION OF BACKFILLING, FINISH GRADING AND CONTOURING, TEST THE ENTIRE SYSTEM FOR PROPER OPERATION, INCLUDING ELECTRICALLY ACTUATING THE REMOTE CONTROL VALVES. RUN EACH ZONE UNTIL WATER BEGINS TO PUDDLE OR RUN OFF. THIS WILL ALLOW DETERMINATION OF THE NUMBER OF IRRIGATION START TIMES NECESSARY TO MEET THE WEEKLY EVAPOTRANSPIRATION REQUIREMENTS OF THE PLANTING MATERIAL IN EACH ZONE. IN SANDY SOILS NO PUDDLING WILL OCCUR. IN THESE CASES, CALCULATE THE REQUIRED RUN TIMES.
      16.3.2. ONCE THE MAINLINE AND LATERAL LINES HAVE PASSED THEIR RESPECTIVE TESTS AND THE SYSTEM IS COMPLETELY OPERATIONAL, A COVERAGE TEST AND DEMONSTRATION OF THE SYSTEM IS REQUIRED. THE IRRIGATION CONTRACTOR MUST DEMONSTRATE TO THE OWNER OR HIS/HER REPRESENTATIVE THAT PROPER COVERAGE IS OBTAINED AND THAT THE SYSTEM WORKS AUTOMATICALLY FROM THE CONTROLLER. THIS DEMONSTRATION REQUIRES THAT EACH ZONE BE TURNED ON IN THE PROPER SEQUENCE AS SHOWN ON THE PLANS FROM THE CONTROLLER. EACH ZONE WILL BE INSPECTED FOR PROPER COVERAGE AND FUNCTION. THE DETERMINATION OF PROPER COVERAGE AND FUNCTION WILL BE SOLELY DETERMINED BY THE OWNER OR OWNER'S REPRESENTATIVE.

Water connection, accounts, service, and meters are to be established, provided by TBHI.

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).

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LICENSED LANDSCAPE ARCHITECT
LA 6667129
STATE OF FLORIDA
THE ADOPTION SIGNATURE AND SEAL ON THIS DOCUMENT REFLECTS ONLY HIS RESPONSIBILITY FOR THE SERVICES PERFORMED IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.
SIGNATURE DATE: 10/13/2025

Exhibit A
11/26/2025
1177 Bay Harbor Islands, LLC

CLIENT

PROJECT INFORMATION
9600 W. BAY HARBOR DR. KAYAK PARK
BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
SEPTEMBER 2025

DESIGNED BY
JC

DRAWN BY
JC

CHECKED BY
EDH

DRAWING TITLE
IRRIGATION SPECIFICATIONS

DRAWING NUMBER
L3.03
17 OF 26

Plot Date: 10/13/2025 8:18:41 AM Username: rfarfan Layout Name: L3.03
Folder Name: V:\Projects\2025\25-0326.00012 - 9600 Bay Harbor Islands Kayak Park Renovation Design\CAD\Sheets Filename: 25-0326.00012 Irrigation Plan.dwg

9600 W. BAY HARBOR DR.
KAYAK PARK

9600 W BAY HARBOR DR
TOWN OF BAY HARBOR ISLANDS, FL, 33154

	SHEET INDEX	
	SHEET NUMBER	TITLE
	C9.00	COVER SHEET
	C9.01	GENERAL NOTES
	C9.02	EXISTING CONDITIONS
	C9.03	PROPOSED KAYAK LAUNCH PLAN
	C9.04	PROPOSED SECTIONS
	C9.05	FRAMING DETAILS
	C9.06	MISCELLANEOUS DETAILS

Not Part of Scope by 1177 Bay Harbor Islands, LLC

Exhibit A

11/26/2025
1177 Bay Harbor Islands, LLC

NOT FOR CONSTRUCTION

PERMIT DRAWINGS
FOR REGULATORY REVIEW ONLY
09/11/2025

OWNER:
1030 95TH STREET
BAY HARBOR ISLANDS, FL 33154
WWW.BAYHARBORISLANDS-FL.GOV
TEL: +1 305-866-6241

CLIENT:
chen moore and associates
3150 SW 38TH AVE, SUITE 950
MIAMI, FL, 33146
TEL: +1 786-497-1500
WWW.CHENMOORE.COM

ENGINEER:
CUMMINS | CEDERBERG
Coastal & Marine Engineering
MIAMI | FORT LAUDERDALE | JUPITER
SARASOTA | ST. PETERSBURG | TALLAHASSEE
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Not Part of Scope by 1177 Bay Harbor Islands, LLC

GENERAL

1. THE WORK CONSISTS OF PROVIDING ALL CONSTRUCTION, LABOR, EQUIPMENT, MATERIAL AND OPERATIONS IN CONNECTION WITH THE SHORELINE IMPROVEMENTS AS SHOWN ON THESE DRAWINGS.
2. ANY DISCREPANCIES IN THE PLANS WITH THE FIELD CONDITIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER. CONSTRUCTION SHALL NOT CONTINUE UNTIL THE ENGINEER HAS ADDRESSED THE DISCREPANCIES.
3. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING STRUCTURES IN THE PROJECT VICINITY. ANY DAMAGE TO PRIVATE OR PUBLIC PROPERTY WITHIN THE PROJECT VICINITY, INCLUDING STAGING SITES, WORK, AND ACCESS AREAS SHALL BE REPAIRED PROMPTLY BY THE CONTRACTOR. ANY DAMAGE AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT NO COST TO THE
   AND STAGING AREAS SHALL BE KEPT NEAT, ORDERLY, AND IN A SAFE M
   AND STAGING AREAS SHALL BE RESTORED TO THE PRE-CONSTRUCTIO
   PROJECT COMPLETION AT THE COST OF THE CONTRACTOR. THE SITE S
   REMOVING AND FINISHING ALL EVIDENCE FOR CONSTRUCTION. IN THE
   INFRASTRUCTURE (SUCH AS WALKWAYS, SIDEWALKS, FENCES, VEGETA
   TEMPORARILY REMOVED OR RELOCATED, OR THERE IS UNAUTHORIZED
   VEGETATION AND/OR FACILITIES BY THE CONTRACTOR, THE CONTRACT
   ALL DAMAGE TO STRUCTURES AND NATURAL FEATURES TO PRE-CONSTI
   OR BETTER.
4. UTILITIES ARE NOT SHOWN IN THE PLANS. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL PRESENT UTILITIES PRIOR TO CONSTRUCTION.
5. CONTRACTOR IS RESPONSIBLE FOR PROVIDING PROPER CLEARANCE AND PROTECTION TO ALL OVERHEAD WIRES AND OBSTRUCTIONS.
6. THE CONTRACTOR SHALL EXCLUDE THE PUBLIC FROM THE WORK AREAS IN THE IMMEDIATE VICINITY OF OPERATIONS. CONTRACTOR SHALL PROVIDE APPROPRIATE SAFETY MEASURES TO PROTECT THE PUBLIC.
7. ALL NEW STRUCTURAL WORK INCLUDING CONCRETE AND REINFORCEMENT SHALL BE ACCURATELY FIELD MEASURED AND DIMENSIONS VERIFIED BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS. CONTRACTOR SHALL BE PREPARED TO MAKE FIELD ADJUSTMENTS TO ACCURATELY FIT THE NEW WORK TO EXISTING CONDITIONS.
8. NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN SECURED AND THE CONTRACTOR HAS BEEN ISSUED NOTICE TO PROCEED.
9. ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN CHANGED IN SIZE BY REPRODUCTION. THIS SHOULD BE CONSIDERED WHEN OBTAINING SCALED DATA.
10. CONSTRUCTION WORK SHALL BE EXECUTED IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL BUILDING CODES AND GOVERNING REGULATIONS INCLUDING THE FDEP, USACE, AND MIAMI-DADE COUNTY. CONTRACTOR SHALL ADHERE TO ALL CONDITIONS OF THE PERMITS AND EXEMPTIONS.
11. WORK SHALL BE CONDUCTED DURING DAYLIGHT HOURS.
12. THE CONTRACTOR SHALL PROVIDE PHOTOGRAPHS OR VIDEO OF THE WORK AREA PRIOR TO COMMENCING WORK TO DOCUMENT THE PRE-CONSTRUCTION CONDITIONS OF EXISTING INFRASTRUCTURE.

DESIGN CODES AND STANDARDS

1. FLORIDA BUILDING CODE 2023 (8TH EDITION)
2. ASCE 7-22
3. AWC NDS 2018
4. AWPA U1-20

DESIGN LOADING

1. DEAD LOADS:
   VISUALLY GRADED SOUTHERN PINE = 35 LB/CF, SPECIFIC GRAVITY G = 0.55
   ALUMINUM GANGWAY = 10 PSF
2. LIVE LOADS:
   UNIFORM FLOOR LOADS:
   ACCESS DOCK = 60 PSF
   GANGWAY = 60 PSF
   FLOATING DOCK = 60 PSF
   HANDRAIL & GUARDRAIL:
   DISTRIBUTED LOAD = 50 PLF
   CONCENTRATED LOAD = 200 LBS

SURVEY

1. SURVEY PROVIDED BY LONGITUDE SURVEYORS, DATED APRIL 16, 2025.
2. VERTICAL DATUM: NATIONAL GEODETIC VERTICAL, 1929 (NGVD29), U.S. SURVEY FEET.
3. THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF SURVEYS MADE ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.

GEOTECHNICAL DATA

1. GEOTECHNICAL REPORT TITLED "SEAWALL REPLACEMENT NWC OF INTERSECTION OF W BAY HARBOR DR & KANE CONCOURSE BAY HARBOR ISLANDS, FL" SITE ASSESSMENT BY PANGEO CONSULTANTS, LLC DATED: NOVEMBER 2022. BORING LOCATIONS ARE APPROXIMATE; REFER TO GEOTECHNICAL REPORT.

TIDAL DATA

1. CONTRACTOR MAY NEED TO ADJUST HIS WORK PLAN TO ACCOUNT FOR ACTUAL WATER LEVELS AND CHANGING WATER LEVELS. THE SITE MAY BE SUBJECT TO VARIABLE WAVE AND SURGE CONDITIONS AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE TEMPORARY SUPPORT FOR MARINE STRUCTURES AND SHORELINE DURING CONSTRUCTION.
2. TIDAL DATA OBTAINED FROM NOAA STATION ID 8723073, HAULOVER INLET (INSIDE), FL.

LAYOUT & TESTING

1. ALL CONSTRUCTION STAKE OUT SHALL BE PERFORMED AND PAID FOR BY THE CONTRACTOR UNDER THE SUPERVISION OF A SURVEYOR REGISTERED IN THE STATE OF FLORIDA.

ENVIRONMENTAL

1. CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS OF THE ENVIRONMENTAL PERMITS FOR THE PROJECT.
2. EROSION CONTROL DEVICES SUCH AS TURBIDITY CURTAINS SHALL BE DEPLOYED TO MITIGATE RUNOFF INTO ADJACENT WATER BODIES. THE DEVICES SHALL NOT BE REMOVED UNTIL TURBIDITY LEVELS WITHIN THE CURTAIN MATCH LEVELS BEYOND THE CURTAIN.
3. CONSTRUCTION PERSONNEL SHALL OBSERVE ANY ESA-LISTED SPECIES OR MARINE MAMMALS. IF ANY INTERACTION OCCURS, THE INCIDENT WILL BE IMMEDIATELY REPORTED TO THE APPROPRIATE AGENCY. MECHANICAL EQUIPMENT SHALL CEASE IF A PROTECTED SPECIES IS OBSERVED WITHIN A 50-FOOT RADIUS OF CONSTRUCTION EQUIPMENT AND SHALL RESUME ONLY WHEN THE SPECIES HAS LEFT THE AREA OF ITS OWN VOLITION.
4. THE CONTRACTOR SHALL NOT STAGE EQUIPMENT IN A MANNER THAT WILL CAUSE DAMAGE TO ENVIRONMENTAL RESOURCES. STAGING EQUIPMENT SHALL AVOID THESE SENSITIVE AREAS. IF SUCH ACTIVITIES CANNOT BE DONE WITHOUT AFFECTING THESE SENSITIVE AREAS, THE ACTIVITIES SHALL CEASE, AND THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY (NO LATER THAN THE MORNING FOLLOWING THE NEXT WORKING DAY IF THE INCIDENT OCCURS AFTER NORMAL WORKING HOURS). ANY ACTUAL OR POTENTIAL INCIDENT INVOLVING DAMAGE TO, OR DISTURBANCE OF, ENVIRONMENTAL RESOURCES SHALL BE REPORTED.
5. ANY DEMOLITION DEBRIS ENTERING TIDAL WATERS SHALL BE IMMEDIATELY REMOVED FOR UPLAND DISPOSAL.

PRECAST PRESTRESSED CONCRETE PILING

1. CONTRACTOR TO DRIVE CONCRETE PILING IN ACCORDANCE WITH FDOT 455-7.
2. PILING SHALL BE SQUARE PRESTRESSED CONCRETE PILES WITH (8) 0.6-INCH DIAMETER STRANDS, GRADE 270 LRS.
3. CONCRETE SHALL ACHIEVE MIN. 28-DAY COMPRESSIVE STRENGTH OF 6,000 PSI, AND FOLLOW FDOT CLASS-V SPECIFICATIONS.
4. MINIMUM CONCRETE COVER TO INTERNAL REINFORCEMENT SHALL BE 3 INCHES ON ALL SIDES.
5. PILES SHALL BE CUT OFF AT ELEVATIONS SHOWN IN THE PLANS AND SECTIONS HEREIN ONLY AFTER ENGINEER APPROVAL.
6. PILING SHALL BE FROM AN FDOT-CERTIFIED FACILITY OF PRESTRESSED CONCRETE PRODUCTS.
7. PILES SHALL BE DRIVEN TO THE MINIMUM TIP ELEVATIONS SHOWN IN THE PLANS.
8. CONTRACTOR SHALL BE PREPARED TO DRIVE PILING THROUGH LIMESTONE LAYERS. REFER TO GEOTECHNICAL REPORT.
9. PILE LOGS SHALL BE RECORDED FOR ALL DRIVEN PILES AND PROVIDED TO THE ENGINEER TO CONFIRM CAPACITY.
10. PILES SHALL BE DRIVEN A MINIMUM OF 10' BELOW THE SEABED ELEVATION.
11. PILE JETTING SHALL NOT BE PERFORMED FOR ANY DRIVEN PILE.
12. INDEPENDENT TESTING LAB TO PERFORM VIBRATION MONITORING DURING PILE INSTALLATION. MONITORING PLAN SHALL BE SUBMITTED FOR APPROVAL BY ENGINEER AND OWNER PRIOR TO PILE INSTALLATION.

LUMBER

1. ALL DIMENSIONAL LUMBER SHALL BE PRESSURE TREATED SOUTHERN PINE, MARINE GRADE OR BETTER.
2. LUMBER TREATMENT SHALL COMPLY WITH AWPA UCSC STANDARDS.
3. ALL DIMENSIONAL LUMBER SHALL BE DRESSED S4S AND SHALL BEAR THE GRADE STAMP OF THE MANUFACTURER'S ASSOCIATION.
4. NO STRUCTURAL MEMBERS SHALL BE CUT, NOTCHED, OR OTHERWISE REDUCED IN SIZE OR STRENGTH WITHOUT THE WRITTEN APPROVAL FROM THE ENGINEER OF RECORD.

DECKING

1. MAINTAIN ½" MIN. CLEARANCE BETWEEN DECK AND ADJACENT CONCRETE ELEMENTS. DECK GAPS SHALL NOT EXCEED ¼".

HARDWARE

1. ALL HARDWARE, BOLTS, AND OTHER MISC. STEEL COMPONENTS SHALL BE ASTM A316 STAINLESS STEEL UNLESS OTHERWISE NOTED.

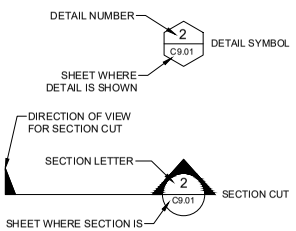
SUBMITTALS

1. REVIEW OF SUBMITTALS BY THE ENGINEER IS FOR GENERAL CONFORMANCE WITH THE DESIGN AS PRESENTED BY THE CONTRACT DOCUMENTS. NO DETAILED CHECK OF QUANTITIES OR DIMENSIONS WILL BE MADE.
2. ALL SHOP DRAWINGS MUST BEAR EVIDENCE OF THE CONTRACTOR'S APPROVAL PRIOR TO SUBMITTING TO THE ENGINEER.
3. THE FOLLOWING MINIMUM SUBMITTALS SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO RELATED CONSTRUCTION ACTIVITY:
   3.1. SCHEDULE FOR COMPLETION OF WORK WITH TASKS AND DURATIONS DEFINED
   3.2. INCLEMENT WEATHER PLAN
   3.3. LUMBER
   3.4. PILE DRIVING EQUIPMENT AND METHODOLOGY
   3.5. PRESTRESSED CONCRETE PILE
   3.6. PILE DRIVING LOG
   3.7. ADA COMPLIANT GANGWAY
   3.8. FLOATING KAYAK LAUNCH
   3.9. HARDWARE
   3.10. COMPOSITE DECKING
   3.11. TURBIDITY CURTAIN
4. ALL SHOP DRAWINGS MUST BEAR EVIDENCE OF THE CONTRACTOR'S APPROVAL PRIOR TO SUBMITTING TO THE ENGINEER.
5. SHOP DRAWINGS SHALL BE DESIGNED AND SUBMITTED BY SPECIALTY ENGINEER.

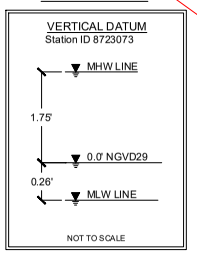
ABBREVIATIONS / ACRONYMS

ACI	AMERICAN CONCRETE INSTITUTE
ASTM	AMERICAN SOCIETY FOR TESTING AND
CONT'D	CONTINUED
CY	CUBIC YARD
DEMO.	DEMOLISHED
ELEV/EL.	ELEVATION
EF	EACH FACE
EA	EACH
EXIST.	EXISTING
FBC	FLORIDA BUILDING CODE
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
H	HORIZONTAL
EMBED.	EMBEDMENT
KSI	KIPS PER SQUARE INCH
L.F.	LINEAR FEET
MAX	MAXIMUM
MIN.	MINIMUM
MHW	MEAN HIGH WATER
MIN	MINIMUM
MLW	MEAN LOW WATER
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
O.D.	OUTSIDE DIAMETER
PROP.	PROPOSED
PSI	POUNDS PER SQUARE INCH
PSPC	PRESTRESSED PRECAST
REINF	REINFORCEMENT
SMH	SANITARY MANHOLE
SQ	SQUARE
SPEC.	SPECIFICATION
STD.	STANDARD
TYP	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE
USACE	UNITED STATES ARMY CORPS OF ENGINEERS
V	VERTICAL
W/	WITH
W/C	WATER/CEMENT RATIO

SYMBOLS LEGEND



SYMBOLS LEGEND



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KAYAK PARK

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BAY HARBOR ISLANDS, MIAMI, FL.

CLIENT:
cma

ADDRESS:
3150 SW 38th AVE, STE. 950
MIAMI, FLORIDA 33146

ENGINEER:
CUMMINS CEDERBERG
COASTAL & MARINE ENGINEERING
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11/26/2025
1177 Bay Harbor Islands, LLC

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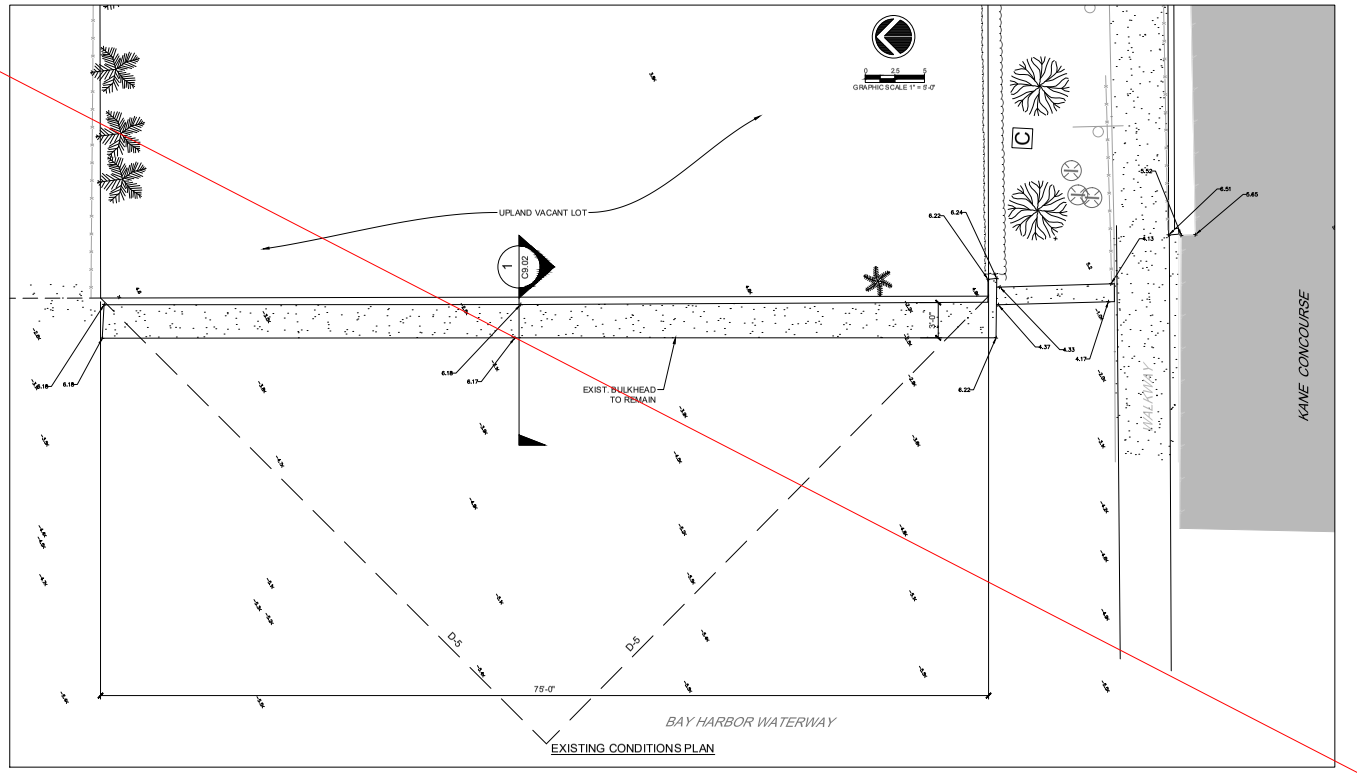
SCALES PERTAIN TO 22x34 SEETS	

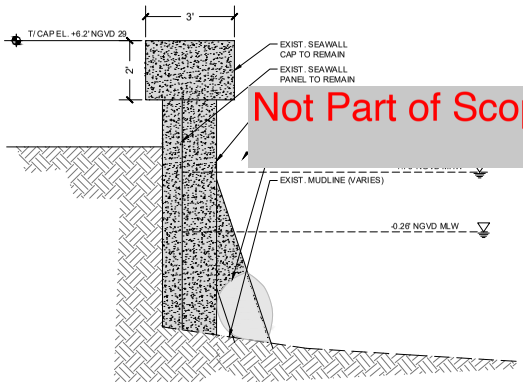
SHEET TITLE
GENERAL NOTES

C9.01

J:\Projects\57010 9600 W Bay Harbor Kayak Launch\03 - Drawings\Permits Working\2025-09-11\P 57010 -9600-Kayak Launch.dwg



EXISTING CONDITIONS PLAN



EXISTING CONDITIONS CROSS-SECTION

SCALE: 22X34 1" = 2'
11X17 1" = 4'

1
C9.02

Not Part of Scope by 1177 Bay Harbor Islands, LLC

NOTES:

1. SURVEY DATA PROVIDED BY LONGITUDE SURVEYORS, DATED APRIL 16, 2025.
2. ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. '29).

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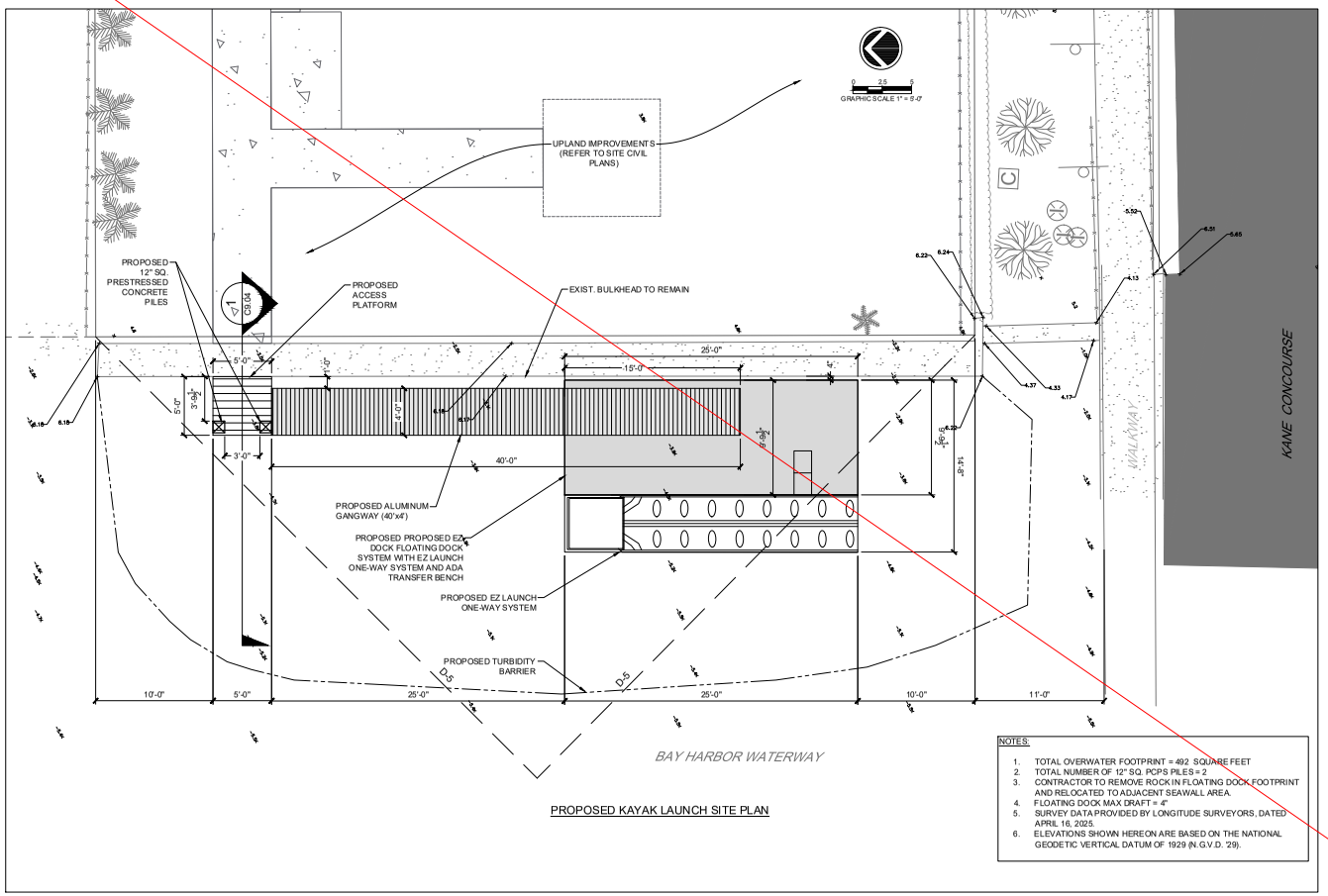
SHEET TITLE
EXISTING CONDITIONS

C9.02

J:\Projects\57010 9600 W Bay Harbor Kayak Launch\03 - Drawings\Permits Working\2025-09-11\P 57010 - 9600-Kayak Launch.dwg



PROPOSED KAYAK LAUNCH SITE PLAN

NOTES:

1. TOTAL OVERWATER FOOTPRINT = 492 SQUARE FEET
2. TOTAL NUMBER OF 12" SQ. PCPS PILES = 2
3. CONTRACTOR TO REMOVE ROCK IN FLOATING DOCK FOOTPRINT AND RELOCATED TO ADJACENT SEAWALL AREA.
4. FLOATING DOCK MAX DRAFT = 4"
5. SURVEY DATA PROVIDED BY LONGITUDE SURVEYORS, DATED APRIL 16, 2025.
6. ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. '29).

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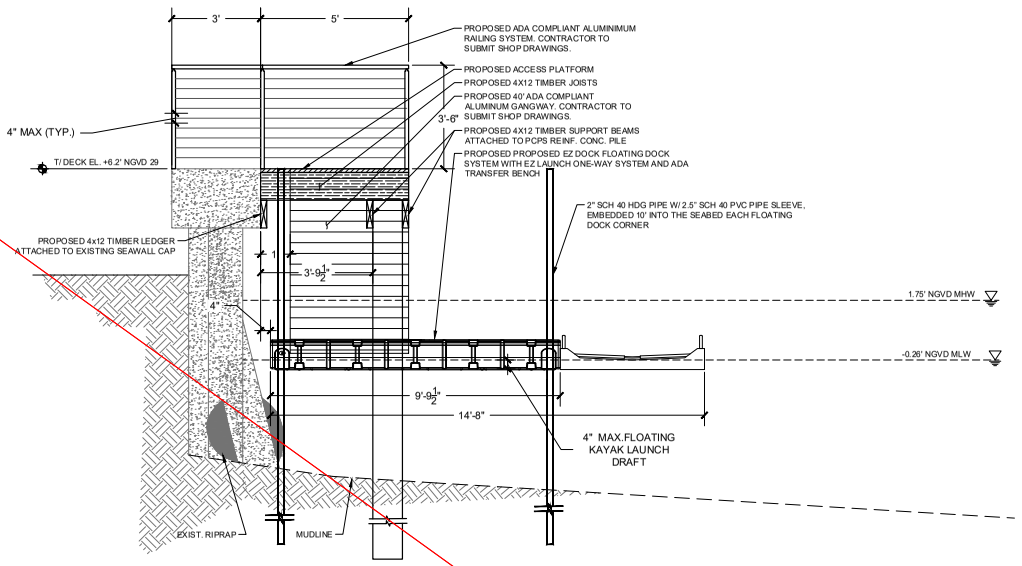
SHEET TITLE

PROPOSED KAYAK LAUNCH PLAN

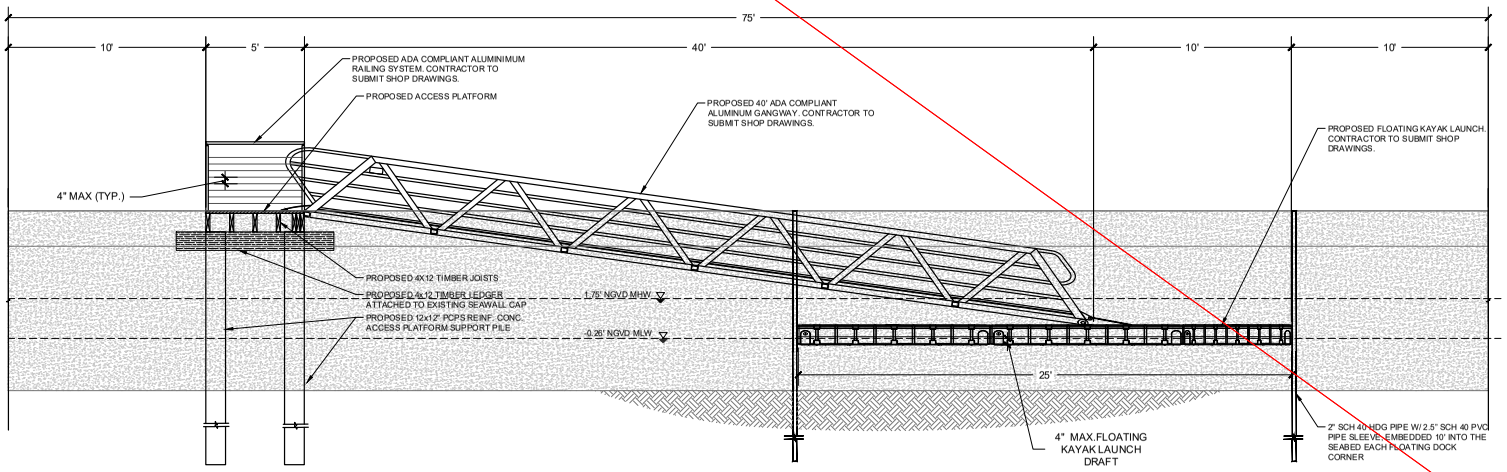
C9.03

J:\Projects\57010 9600 W Bay Harbor Kayak Launch\03 – Drawings\Permits Working\2025-09-11\P 57010 – 9600-Kayak Launch.dwg



PROPOSED CONDITIONS CROSS-SECTION
SCALE: 22X34 1" = 2'
11X17 1" = 4'

1
C9.03



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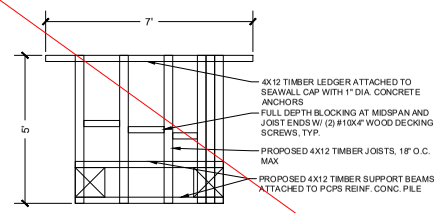
SHEET TITLE
PROPOSED SECTIONS

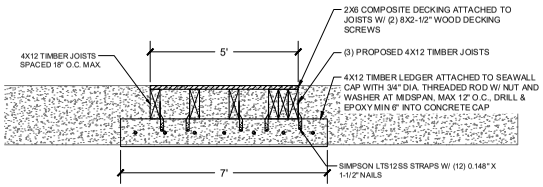
C9.04

A:\Projects\57010 9600 W Bay Harbor Kayak Launch\03 - Drawings\Permits Working\2025-09-11\P 57010 - 9600-Kayak Launch.dwg



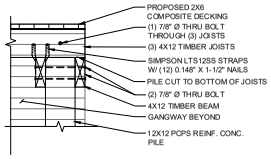
ACCESS PLATFORM FRAMING PLAN — 1 / C9.05

SCALE: 22X34 1" = 2'
11X17 1" = 4'



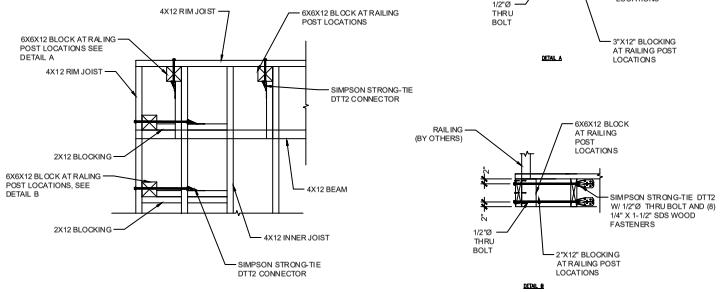
LEDGER CONNECTION AT SEAWALL CAP — 2 / C9.05

SCALE: 22X34 1" = 2'
11X17 1" = 4'



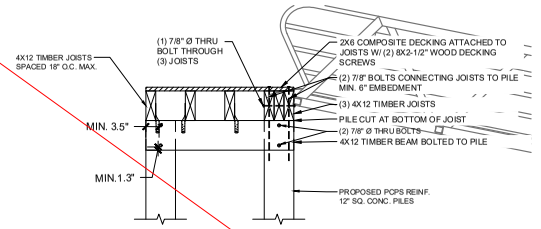
PILE FRAMING DETAILS — 3 / C9.05

SCALE: 22X34 1" = 2'
11X17 1" = 4'



RAILING POST FRAMING DETAILS — 4 / C9.05

SCALE: NTS



FRAMING DETAILS AT GANGWAY CONNECTION — 5 / C9.05

SCALE: 22X34 1" = 2'
11X17 1" = 4'

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SHEET TITLE
TIMBER FRAMING DETAILS

C9.05

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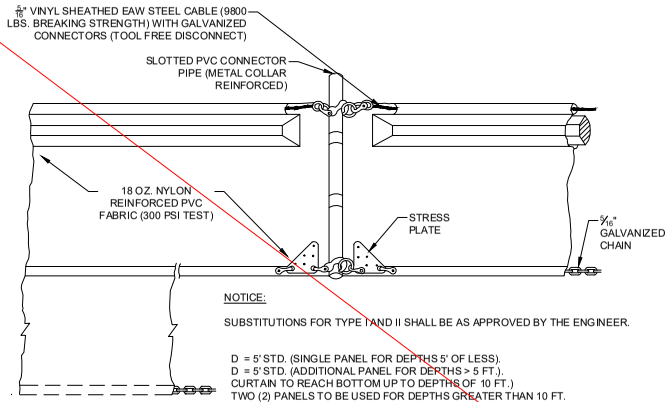
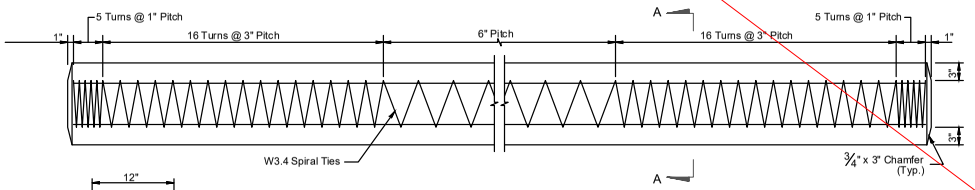


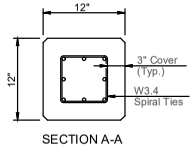
NOTICE:

SUBSTITUTIONS FOR TYPE I AND II SHALL BE AS APPROVED BY THE ENGINEER.

D = 5' STD. (SINGLE PANEL FOR DEPTHS 5' OF LESS).
D = 5' STD. (ADDITIONAL PANEL FOR DEPTHS > 5 FT.).
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FT.)
TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FT.
UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

FLOATING TURBIDITY BARRIER DETAILS — 1 / C9.06
N.T.S.



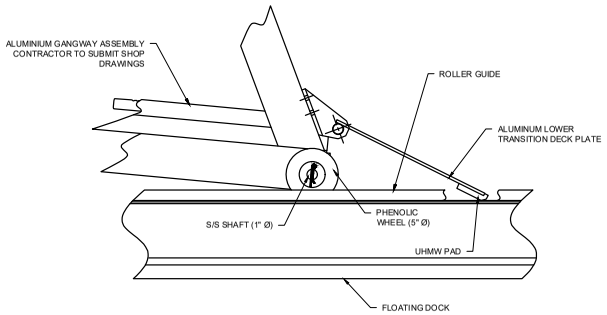


SECTION A-A

12"X12" PILE SPECIFICATION:

1. Fc' = 6,000 PSI (MIN)
2. (8) 0.6" DIA. GRADE 270 LRS
3. MIN. 3" COVER ON ALL REIN.
4. ALL PILINGS TO FDOT CONCR. CLASS V SPEC.
5. PILING SHALL BE FROM FDOT CERTIFIED FACILITY OF PRESTRESSED CONCRETE PRODUCTS.
6. CONTRACTOR TO MAINTAIN PILE LOGS.
7. PILES SHALL BE DRIVEN MINIMUM 10' BELOW SEABED GRADE.

12"X12" PRESTRESSED PRECAST PILE DETAIL — 2 / C9.06
N.T.S.



PROPOSED GANGWAY LANDING DETAIL — 3 / C9.06
SCALE: NTS

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SHEET TITLE
MISCELLANEOUS DETAILS

C9.06

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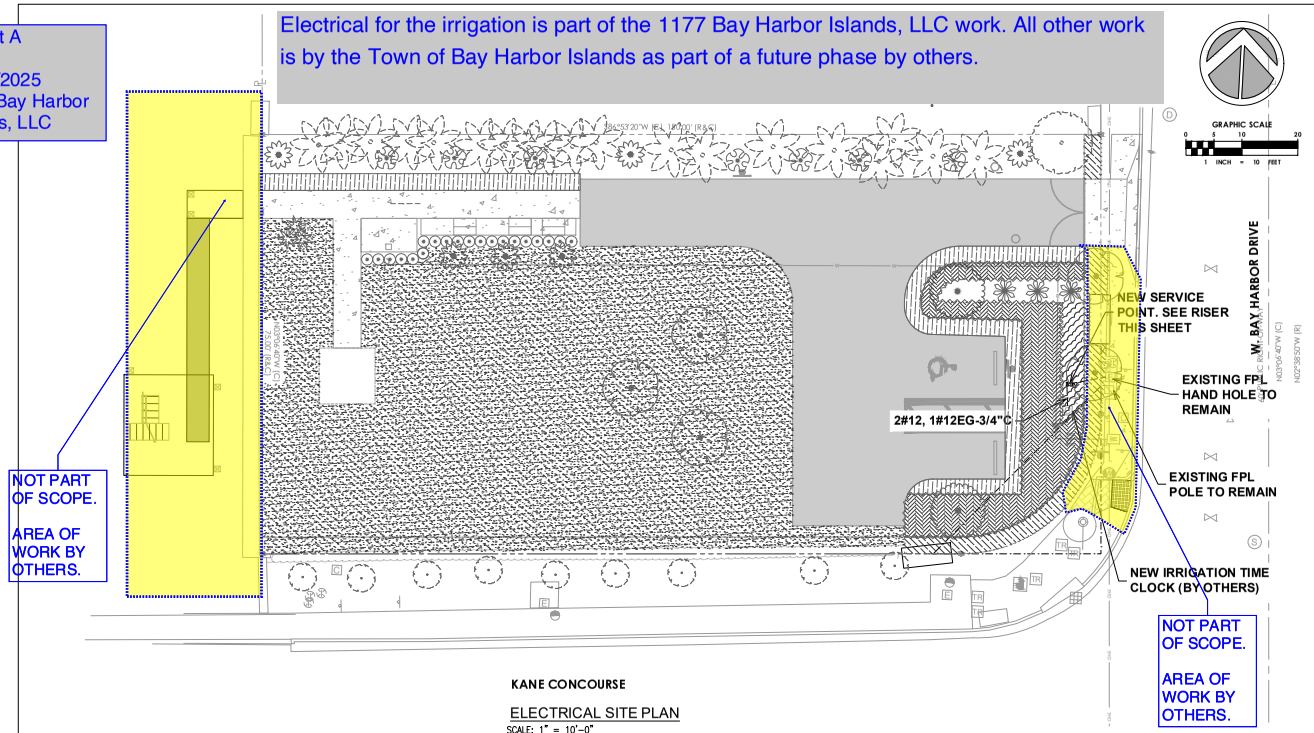
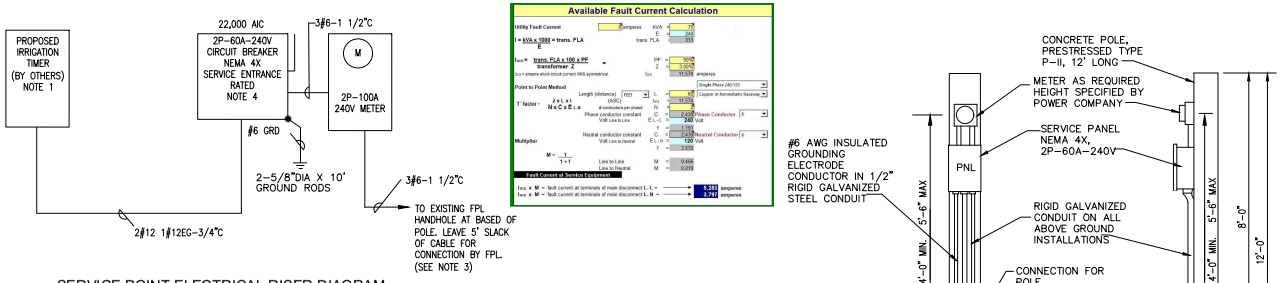
11/26/2025
1177 Bay Harbor Islands, LLC

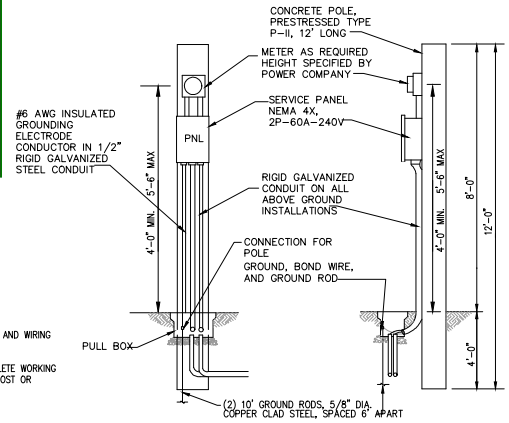
Electrical for the irrigation is part of the 1177 Bay Harbor Islands, LLC work. All other work is by the Town of Bay Harbor Islands as part of a future phase by others.



ELECTRICAL SITE PLAN
SCALE: 1" = 10'-0"



SERVICE POINT ELECTRICAL RISER DIAGRAM
120/240V, 1 PHASE, 3 WIRE



EQUIPMENT ELEVATION
NOTE: 1. 4' MINIMUM CLEARANCE IN FRONT OF ELECTRICAL EQUIPMENT.
2. ALL MOUNTING HARDWARE SHALL BE 316 STAINLESS STEEL.

SERVICE POINT SERVICE CALCULATION

DESCRIPTION	AMPS	KVA
IRRIGATION TIMER	2	0.24
FUTURE LOAD	10	1.20
TOTAL	12	1.44

CURRENT SERVICE CALCULATION
(12.0A X 1.25) = 15.0A

60A MAIN BREAKER IS ADEQUATE

SERVICE NOTES:

1. CONTRACTOR SHALL COORDINATE EXACT LOCATION OF IRRIGATION TIMER AND INSTALL CONDUIT AND WIRING AS NECESSARY FOR A COMPLETE WORKING SYSTEM IN PLACE.
2. CONTRACTOR SHALL PROVIDE AND INSTALL CONDUIT AND WIRING AS NECESSARY FOR A COMPLETE WORKING SYSTEM IN PLACE. CONTRACTOR SHALL VISIT THE SITE AND INCLUDE IN BID ALL TRENCHING COST OR DIRECTIONAL BORING, BACKFILL, RESODING, ETC. FOR THE INSTALLATION.
3. CONTRACTOR SHALL COORDINATE WITH FPL FOR EXACT LOCATION OF THE SERVICE POINT.
4. PROVIDE 12 CIRCUIT PANEL WITH FOUR 1P-20A-120V CIRCUIT BREAKERS. PANEL SHALL BE A NEMA 4X ENCLOSURE, SERVICE ENTRANCE RATED WITH A 2P-60A MAIN BREAKER.

GENERAL NOTES AND SPECIFICATIONS:

1. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR TO INSTALL THE ELECTRICAL SYSTEMS AS INDICATED ON THE DRAWINGS. ITEMS NOT SHOWN BUT NECESSARY FOR COMPLETION OF THE WORK SHALL BE INCLUDED.
2. THE INSTALLATION SHALL BE IN ACCORDANCE WITH THE 2020 NATIONAL ELECTRICAL CODE, LATEST ADOPTED NATIONAL ELECTRICAL SAFETY CODE, LOCAL CODES, CITY CODES, AND THE 2023 (8TH EDITION) FLORIDA BUILDINGO CODE, UNLESS OTHERWISE NOTED ON THE DRAWINGS. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INSPECTIONS AND APPROVALS AND SHALL COORDINATE HIS WORK WITH THE ENGINEER AND OWNER.
3. THE CONTRACTOR SHALL, BEFORE SUBMITTING HIS BID, VISIT THE SITE OF THE PROJECT AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS. NO ALLOWANCE WILL BE MADE FOR EXISTING CONDITIONS OR FAILURE OF THE CONTRACTOR TO OBSERVE THEM.
4. GROUNDING SHALL BE INSTALLED IN ACCORDANCE WITH NEC, ARTICLE 250. THE GROUNDING SYSTEM TEST SHALL NOT EXCEED A 48 HOUR SPAN DRY RESISTANCE OF 10 OHMS. ADDITIONAL GROUNDING TO MEET THIS REQUIREMENT SHALL BE INSTALLED AT NO EXTRA COST. GROUNDING AND BONDING CONNECTIONS SHALL NOT BE PAINTED. AN EQUIPMENT GROUND WIRE SIZED PER NEC SHALL BE PULLED IN ALL ELECTRICAL CONDUITS, POWER AND CONTROL, WHETHER OR NOT INDICATED ON THE PLANS.
5. ALL EQUIPMENT AND MATERIAL SHALL BE UNUSED, (NEW) AND U.L. LISTED. ALL REFERENCES TO A PARTICULAR MANUFACTURER ARE GIVEN ON AN "APPROVED EQUAL" BASIS UNLESS OTHERWISE NOTED.
6. THE CONTRACTOR IS RESPONSIBLE TO TEST ALL SYSTEMS AND REPAIR OR REPLACE ALL DEFECTIVE WORK TO THE SATISFACTION OF THE ENGINEER AND OWNER.
7. ALL EQUIPMENT FURNISHED AND INSTALLED BY THE CONTRACTOR SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE.
8. COORDINATE ALL ELECTRICAL EQUIPMENT LOCATIONS AND VERIFY ALL OBSTRUCTIONS WITH ALL SUBCONTRACTORS AND EQUIPMENT SUPPLIERS PRIOR TO ANY INSTALLATION. THE DRAWINGS ARE NOT INTENDED TO SHOW THE EXACT LOCATION OF CONDUIT RUNS. THESE ARE TO BE COORDINATED WITH THE OTHER TRADES SO THAT CONFLICTS ARE AVOIDED PRIOR TO INSTALLATIONS.
9. ALL CONDUCTORS SHALL BE 600V, U.L. LISTED. POWER CABLES SHALL BE TYPE THHN/THWN IN DRY LOCATIONS EXCEPT FOR SIZES NO. 6 AND LARGER USE XHHW. INSTRUMENTATION CABLE SHALL BE #16 AWG TWISTED SHIELDED PAIR WITH DRAIN WIRE. ALL CONDUCTING MEDIA SHALL BE COPPER. NO ALUMINUM ALLOWED.
10. ALL CONDUIT SHALL BE PVC SCHEDULE 80.
11. ALL CIRCUITS SHALL BE IDENTIFIED IN JUNCTION BOXES, CONTROLLERS AND PANELBOARDS. IDENTIFICATION SHALL MATCH PANELBOARD SCHEDULES. EXPOSED RUNS OF CONDUITS SHALL BE INSTALLED WITH RUNS PARALLEL OR PERPENDICULAR TO WALLS, STRUCTURAL MEMBERS OR INTERSECTIONS OF VERTICAL PLANES AND CEILINGS, WITH RIGHT ANGLE TURNS CONSISTING OF SYMMETRICAL BENDS OR PULL BOXES AS INDICATED ON THE DRAWINGS. BENDS AND OFFSETS SHALL BE AVOIDED WHERE POSSIBLE.
12. ALL REFERENCES TO A PARTICULAR MANUFACTURER ARE GIVEN ON AN "APPROVED EQUAL" BASIS.
13. ALL EXCAVATIONS FOR CONDUITS AND HANDHOLES SHALL BE HAND EXCAVATED AND COORDINATED WITH ENGINEER. MINIMUM DEPTH FROM TOP OF DUCTBANKS OR CONDUITS TO FINISHED GRADE SHALL BE 24" UNLESS OTHERWISE NOTED.
14. CONDUCTOR PULLING TENSIONS SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATION. CONTRACTOR SHALL INSTALL PULL BOXES TO MEET MANUFACTURER'S REQUIREMENTS.
15. ALL LOCATIONS OF EQUIPMENT, PANELS ETC. ARE SHOWN FOR ILLUSTRATION PURPOSES. CONTRACTOR SHALL VERIFY EXACT LOCATION AND SIZE AND INSTALL AS SUCH WITH CORRESPONDING CONDUIT STUB-UPS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONDUIT AND WIRING INSTALLATION FOR ALL VENDOR PROVIDED EQUIPMENT (PACKAGE SYSTEMS) INCLUDING OWNER SUPPLIED AND USER-CHOICE PANELS. IF THE SHOP DRAWINGS DIFFER FROM THE DESIGNED FACILITIES, THE CONTRACTOR SHALL REDESIGN THE FACILITIES AND SUBMIT THE REVISED DESIGN FOR THE ENGINEER'S APPROVAL ALONG WITH THE SHOP DRAWINGS. THERE SHALL BE NO ADDITIONAL COST TO THE OWNER FOR THE REDESIGN NOR FOR ANY ADDITIONAL CONDUITS AND WIRING.
17. ALL CONDUIT PENETRATIONS SHALL BE AT THE BOTTOM OF ANY ENCLOSURE. SIDE PENETRATION IS ONLY ALLOWED WHEN CONNECTING SURGE PROTECTIVE DEVICE (SPD) AND PANEL.
18. ALL MOUNTING HARDWARE SHALL BE 316 STAINLESS STEEL.
19. CONTRACTOR SHALL PROVIDE TO THE BUILDING OWNER AN OPERATING AND MAINTENANCE MANUAL IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION C405.5.4.2 OF THE 2023 FLORIDA BUILDING CODE – ENERGY CONSERVATION, INCLUDING ANY AMENDMENTS THERETO.
20. CONTRACTOR SHALL, WITHIN 30 DAYS AFTER THE DATE OF THE SYSTEM ACCEPTANCE, PROVIDE TO THE BUILDING OWNER RECORD DRAWINGS OF THE ACTUAL INSTALLATION INCLUDING A SINGLE LINE DIAGRAM OF THE ELECTRICAL DISTRIBUTION SYSTEM AND RELATED FLOOR PLANS INDICATING THE LOCATION AND AREA SERVED FOR THE DISTRIBUTION.
21. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INSPECTIONS AND APPROVALS.
22. SHOP DRAWINGS SHALL BE SUBMITTED FOR ALL ELECTRICAL EQUIPMENT, ENCLOSURES, CONDUIT, WIRE AND MATERIAL.
23. AN EQUIPMENT GROUND WIRE SIZED PER NEC SHALL BE PULLED IN ALL ELECTRICAL CONDUITS, POWER AND CONTROL, WHETHER OR NOT INDICATED ON THE PLANS.
24. MINIMUM CONDUIT SIZE SHALL BE 3/4" UNLESS OTHERWISE NOTED.

PHASE 1 is work by 1177 Bay Harbor Islands, LLC. The scope consists of all work within the property, landscape* along the east, and entrance apron. The remaining scope is work by others. Reference the SCOPE OF WORK document for outline of the work that is included and the QUALIFICATIONS and ASSUMPTIONS document.

PHASE 2 is work by the Town of Bay Harbor Islands or others. The scope consists of the of the dock, work to the west of the existing sea wall, and all work outside of the property line inclusive of the east sidewalk, all utilities (except for the plumbing, irrigation, and electrical within the property line).

cma
3150 SW 38th Avenue
Suite 950
Miami, FL 33146
786.497.1500
www.chenmoore.com

REGISTRATION
This item has been digitally signed and sealed by LARRY M. SMITH, PE, on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

LARRY M. SMITH LICENSE No. 45997 STATE OF FLORIDA PROFESSIONAL ENGINEER
SIGNATURE DATE:

SEC Smith Engineering Consultants, Inc.
State Auth #8599
2161 Palm Beach Lakes Blvd., Suite 312
West Palm Beach, Florida 33409
(561) 616-2811 fax (561) 616-2812
www.smithengineeringconsultants.com

CLIENT

PROJECT INFORMATION

9600 W. BAY HARBOR DR. KAYAK PARK

BAY HARBOR ISLANDS, FL 33154

PROJECT NUMBER
25-0326.00012

CLIENT PROJECT NUMBER

VERIFY SCALES
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
August, 2025

DESIGNED BY
SPH

DRAWN BY
SPH

CHECKED BY
LMS

DRAWING TITLE
ELECTRICAL SITE PLAN

DRAWING NUMBER
E-1
11 OF 26

Plot Date: 8/19/2025 1:47:31 PM Username: SteveRhodeman Layout Name: E-1
Folder Path: T:\SEC 2020\25-0326\1 Client Folder - Town of Bay Harbor Islands\1 Kayak Park\ELECTRICAL DWGS Filename: 25-0326.00012 Electrical Plan.dwg