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

March 12, 2026
7:00 PM

STATEMENT OF DECORUM

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

SPECIAL NOTICE

A Regular Meeting of the Town Council of the Town of Bay Harbor Islands will take place in-person and virtually through the Zoom platform, on Thursday, March 12, 2026 at 7:00 p.m.

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

Zoom Meeting Link:
https://us06web.zoom.us/j/84385097225?pwd=CkyYUPOr3PdIQx1HhqZ1MUhFXMZeVI.1

Meeting ID: 843 8509 7225

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:

Phone one-tap:
+13052241968,,84385097225# US
+13017158592,,84385097225# US (Washington DC)

Join via audio:
+1 305 224 1968 US
+1 301 715 8592 US (Washington DC)
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 646 931 3860 US
+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
+1 719 359 4580 US
+1 720 707 2699 US (Denver)
International numbers available: https://us06web.zoom.us/u/kAB0gAWr

Meeting ID: 843 8509 7225
Passcode: 946358

Participant ID: Press the # key.

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

Members of the Public can also submit their request to speak and/or comments via email to the Office of the Town Clerk at eherbello@bayharborislands-fl.gov prior to 4:00 p.m. on March 11, 2026.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. 2025 Police Officer of the Year - Office Shae Wimbley
   2025 Police Civilian of the Year - Carlos Ramirez

2. Special Presentation by County Commissioner Micky Steinberg - $25,000 Grant for District 4 Municipal Service Projects.

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:

3. March 20, 2024 Regular Town Council Meeting Minutes
   May 8, 2024 Regular Town Council Meeting Minutes
   June 10, 2024 Special Town Council Meeting Minutes
   June 18, 2024 Special Town Council Meeting Minutes
   June 24, 2024 Special Town Council Meeting Minutes
   July 8, 2025 Regular Town Council Meeting Minutes
   February 11, 2026 Regular Town Council Meeting Minutes
   February 20, 2026 Special 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.)*

4. Consideration and approval of a Task Work Order in favor of BCC Engineering LLC, in the amount of $248,820 for Engineering and Compliance services as required by LAP Agreement, for the Design of the Broad Causeway Intracoastal Waterway Bridge.

5. Consideration and approval of a Task Work Order in favor of BCC Engineering LLC (BCC) in the amount of $87,360 for Engineering and Compliance as required by the LAP Agreement for the design of the Bay Harbor Waterway Bridge and the Indian Creek Bridge.

6. Consideration and approval of a resolution establishing and adopting accounting policies

7. Consideration and approval of a Task Work Order in favor of Ardurra Group Inc. in the amount of $171,375 to prepare additional emergency repair plans for the Broad Causeway Intra Coastal Waterway Bridge.

8. Consideration and approval of Amendment Number 2 to the Agreement with Kimley Horn and Associates in the amount of $31,960 for Drainage Design and Engineering Plans Updates, Permit Modifications and update to bid documents.

9. Consideration and approval of Changer Order to PO Number 05884 (BHI 223 Block 11 Alleyway Construction) in the amount of $80,980 for the Sewer Force Main Replacement in favor of Chen Moore and Associates.

10. Consideration and approval of a proposal for CIP Dashboard Data Population and Resident Portal.

11. Consideration and approval of a proposal in the amount of $618,745 for 96th Street Main Sewer Pump Station relocation in favor of Chen Moore and Associates.

12. Consideration and approval of a resolution to enter into a three year agreement with GOVWELL for permitting and case management platform.

13. Authorization to Accept Miami-Dade County Grant Funds in the amount of $25,000 for the Temporary Town Hall and Police Department Complex.

14. Consideration and Approval FY 2025-2026 Budget Amendment.

15. 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 Bal Harbour Village Police Department for shared law enforcement services.

PUBLIC HEARING – QUASI JUDICIAL

16. 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:

17. Discussion and possible action approving an ordinance on second reading relating to unsafe structures and authorizing emergency assistance when a structure is declared unsafe - Vice Mayor Stephanie Bruder.

18. Consideration and approval of an ordinance on second reading amending Chapter 10, Article IV titled "Transportation Impact Fee" - Vice Mayor Stephanie Bruder.

19. Consideration and approval of an ordinance on second reading amending Chapter 26, titled "Police Services Impact Fee" - Vice Mayor Stephanie Bruder.

20. Consideration and approval of an ordinance on second reading amending Chapter 26, titled "Park Impact Fee" - Vice Mayor Stephanie Bruder.

21. Consideration and approval of an ordinance on second reading to codify previously approved uses for the B-1 District - Council Member Joshua Fuller.

22. Consideration and approval of an ordinance on second reading amending the Town's Code of Ordinances related to the land uses permitted or prohibited in the B-1 Business District - Council Member Joshua Fuller

ORDINANCES ON FIRST READING:

DEFERRED ITEMS:

23. Discussion and possible action approving a resolution waiving competitive bidding for solid waste collection services - Town Manager.

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

24. Ratification of an Emergency Procurement Contract in the amount of $607,179.94 with Florida Draw Bridges Inc. to perform Emergency Repairs at the Broad Causeway Intracoastal Waterway Bridge (Bridge #875101). - Town Manager

DISCUSSION ITEMS:

25. A resolution appointing two (2) members to the Parks and Recreation Committee due to the vacancy created by the resignation of two (2) committee members pursuant to the Town of Bay Harbor Islands Code, Section 15-2 (d). - Town Manager

26. Additional Design Alternatives for 3-Dimension Printing of modules associated with the Artificial Reefs at Causeway Island and the Bay Harbor Waterway. - Town Manager

27. Discussion and possible action to procure services for design and build for a padel court on 97th Street and West Bay Harbor Drive Parking Lot. Sponsored by Vice Mayor Stephanie Bruder and Council Member Eric Rappaport.

ADJOURNMENT: Approximately 11:00 p.m.

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

TOWN OF BAY HARBOR ISLANDS
POLICE DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Evelyn Herbello, Town Clerk
FROM:	Luis Alvarez, Chief of Police
DATE:	February 18, 2026
SUBJECT:	Announcement of Police Officer and Civilian Employee of the Year

RECOMMENDATION

To announce the Police Department's Police Officer and Civilian Employee of the Year

BACKGROUND

Shae Wimbley has been selected as the 2025 Officer of the Year.
Carlos Ramirez has been selected as the 2025 Civilian of the Year.

FINANCIAL ANALYSIS

There is no financial impact.

ATTACHMENTS

No attachments.

Town of Bay Harbor Islands

Regular Town Council Meeting
MINUTES
March 20, 2024
7:00 PM
Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Elizabeth Tricoche called the meeting to order at 7:02 p.m.

Pledge of Allegiance

Roll Call of Members

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

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

Absent: Council Member Stephanie Bruder.

Also Present: Town Manager Maria Lasday.

State Representative Fabian Basabe provided an update on legislative appropriations for the police facility. He reported no grants were approved for the building during this session, though several stakeholders indicated the issue may be revisited in the next session. He also noted legislation concerning vacation rentals, unsafe structures, and the Live Local Act had passed. Representative Basabe discussed the Live Local Act in more detail, highlighting funding secured for infrastructure repairs and a new pilot program offering up to $10,000 in grants for condominiums to harden their homes. He informed the Council that he plans to return at a future meeting to provide further updates on legislative and budget matters, which are still pending the Governor's final approval.

SPECIAL PRESENTATION:

1. Phyllis Shamis, Life Alliance Ambassador - Life Alliance Organ Recovery Agency

   Phyllis Shamis, of 625 92nd Street, Miami, Florida, introduced McKinley Etienne from Life Alliance Organ Recovery Agency and her husband, Scott Shamis, a transplant survivor.

   Scott Shamis shared his personal experience of receiving an organ transplant and spoke about his ongoing work with Life Alliance. He now supports families of transplant recipients and promotes awareness about organ donation.

   McKinley Etienne, of 1005 NW 133rd Street, Miami, Florida, representing Life Alliance Organ Recovery Agency, gave a presentation on organ donation. He shared key statistics on the number of individuals currently awaiting transplants.

   The Council thanked them both for their informative presentation.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Mayor Tricoche requested to move Item #13 up on the agenda.

TOWN MANAGER'S REPORT:

Town Manager Lasday reported on the following:

- Construction has begun on the 92nd Street Dog Park, which will be closed for approximately eight months.
- She congratulated Vice Mayor Fuller and Council Members Salver and Yaffe for receiving the Hometown Hero Award.
- She traveled to Washington, D.C., where she personally thanked the staff of U.S. Representative Frederica Wilson for their efforts in securing a $500,000 grant for the Town. Unfortunately, the Town was not awarded the $15 million grant.
- Structural repairs on the Indian Creek Bridge are scheduled to begin on April 8th.
- The Shred-A-Thon and Electronic Recycling Event will take place on March 30th from 10:00 a.m. to 2:00 p.m. at Bill Bird Marina Park in Haulover.
- The Annual 5K had 138 participants. She asked which cause the $3,668.98

raised would support.

- Spring Break Camp will run from March 25th to March 29th, from 8:00 a.m. to 5:00 p.m.
- Summer Camp is scheduled from June 10th to August 2nd.
- The Egg Hunt is scheduled for March 24th, from 11:00 a.m. to 12:30 p.m.
- The Seniors on the Go event to Key West is scheduled for April 7th.
- The Town Picnic is scheduled for April 14th, and the Doggy Parade and Concert Series will take place on April 28th.

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

Council Member Yaffe mentioned that he appreciated the postcards sent to residents, which highlighted the various events for the month. He also announced that he would be attending the Police Chief's Dinner at Indian Creek Village tomorrow. He reported that the bill to repeal Local Business Taxes had failed, so the Town will continue to receive revenue from this source. Additionally, he noted that a bill amending the Florida Constitution to increase the homestead exemption based on the consumer price index had passed and would appear on the November ballot. However, the bill to increase sovereign immunity to $400,000 failed. He also reported on attending the car show and the concert. He thanked Mayor Tricoche for her dedication and service to the Town over the past eight years.

Council Member D'Amico expressed concerns about SB1526, which allows anything east of Collins Avenue to be demolished, as lawmakers deem it unsafe. She worried that developers might demolish and reconstruct the area, potentially bringing in a casino. She also reported on attending the Waterkeeper's Annual Event and asked the Chief of Police if the Town could reinstate the bike rodeo. Additionally, she suggested partnering with Christos Wrapping of the Islands for Movie Night.

Council Member Diallo shared that she had traveled to Washington, D.C. and attended an Education Taskforce Meeting with the Secretary of Education. She thanked staff for adding more spots for kids at the Spring Break Camp and for setting up a Bike/Scooter Safety Class. She also reported attending two concerts and the 5K Run, suggesting that the funds raised from the 5K be allocated to the Love Fund.

Council Member Salver ceded his time to Vice Mayor Fuller.

Vice Mayor Fuller thanked U.S. House Representative Frederica Wilson's Office for assisting the Town in securing the first $500,000 grant and for their promise to help obtain more funding in the future. He also expressed gratitude to other congressional offices for their support letters. He reported attending the National League of Cities Conference in Washington, D.C., the Waterkeeper's event, the car show, Movie Night, and the concerts. He encouraged the public to participate in the Shred-A-Thon and

electronic disposal events. Additionally, he thanked Mayor Tricoche for her years of service to the Town.

Mayor Tricoche spoke in support of Representative Frederica Wilson advocating for local communities. She asked for follow-up regarding the Small Business Administration's potential Town Hall or educational course on SBA opportunities, which would benefit local small businesses. As she would no longer be serving on the Council, she requested that Council Member Diallo work on starting a Junior Council Committee. She also offered to show the Council changes she and the staff made to the 92nd, 95th, and 98th Street parks. Mayor Tricoche shared that the PTA representative from Ruth K. Broad had informed her that the eighth-grade graduation expenses were $225 per child. Some students were facing financial difficulties, making it challenging for them to attend events or afford caps and gowns. She suggested that the Council ask the Town Manager to reach out to Surfside and Bal Harbour to help cover the shortfall between the three towns.

Amy Silverman, President of the PTA, 1050 93rd Street, explained that a division of the PTA is dedicated to raising funds for the eighth-grade graduation events. She clarified that the general fund was no longer able to support this event this year. As a result, the PTA has been organizing fundraisers and asking parents to sponsor students. She assured the Council that every child would receive a cap and gown from the PTA. Ms. Silverman requested the Council consider purchasing a sponsorship package or making a direct donation. Mayor Tricoche asked what their budgeted amount was, to which Ms. Silverman responded, $18,000.

Vice Mayor Fuller proposed donating the $3,600 raised from the 5K Run to the PTA. The Council reached a consensus to donate the funds to the PTA.

Mayor Tricoche concluded by thanking the public for allowing her the honor and privilege of serving as Mayor.

PUBLIC COMMENT

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

Alex Rangel of 10101 East Bay Harbor Drive announced his candidacy for Town Council. He praised the Council for donating $3,600 to the PTA and expressed a desire for better communication between the Town and the wider community.

Frances Neuhut, residing at 1060 Kane Concourse, spoke out about the Council's failure to address the Comprehensive Plan. She also pointed out that the school's field, which is covered in astroturf, has contamination beneath it. She voiced her opposition to the Council's decision to relocate town staff to trailers.

Eric Rappaport, from 1211 97th Street, commended the Mayor for her service and expressed hope that she would remain involved. Over the past six weeks, he has engaged with residents about issues in the town, including traffic, development, public safety, and amenities. He stated that no candidate should ever be excluded from office because of their faith and announced his own candidacy for Town Council.

Kathleen Kennedy, of 9180 West Bay Harbor Drive, declared her candidacy for Town Council and expressed frustration that she was not informed about the closure of the 92nd Street Park.

Joyce Green, from 1360 99th Street, thanked the Mayor for her dedicated work and extended appreciation to the other Council members, town staff, and the Town Manager for their outstanding efforts.

COMMITTEE REPORTS: There were no committee reports.

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

2. Approval of the following Council Meeting Minutes:
   - A. Regular Council Meeting - February 1, 2023
   - B. Regular Council Meeting - March 8, 2023
   - C. Special Council Meeting - March 14, 2023
   - D. Regular Council Meeting - April 10, 2023
   - E. Special Council Meeting – May 1, 2023
   - F. Regular Council Meeting - May 10, 2023
   - G. Regular Council Meeting - June 14, 2023
   - H. Special Council Meeting - June 28, 2023
   - I. Special Council Meeting - July 27, 2023
   - J. Regular Council Meeting - August 8, 2023
   - K. Special Council Meeting - August 21, 2023
   - L. First Budget Public Hearing - September 13, 2023
   - M. Regular Council Meeting - September 13, 2023
   - N. Broad Causeway Bridge Replacement Workshop - September 26, 2023

O. Final Budget Public Hearing - September 27, 2023
P. Broad Causeway Bridge Replacement Project -September 28, 2023
Q. Special Council Meeting - September 27, 2023
R. Regular Council Meeting - October 11, 2023

3. **Consideration** and **Approval** of a Resolution adopting Title VI Plan update for the Town of Bay Harbor Islands. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance.

   Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

   A RESOLUTION OF THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING TITLE VI PLAN UPDATE FOR THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR AN EFFECTIVE DATE.

4. **Consideration** and **Approval** of a Resolution for Change Order No. 3 to a contract between the Town and Engineering Control Systems Corp. awarded October 19, 2022, for the BC-158 Broad Causeway Rehabilitation Construction Project. The Change Order is for $245,000.00 to cover additional costs due to increased spall repairs and time extension of the contract because of weather days that delayed the project.

   A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING CHANGE ORDER NUMBER 3 IN THE AMOUNT OF $245,000 TO THE AGREEMENT WITH ENGINEERING CONTROLS SYSTEMS CORP FOR THE BC-158 SHEPARD BROAD CAUSEWAY REHABILITATION CONSTRUCTION PROJECT BRIDGE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

5. **Consideration** and **Approval** of a Resolution for Change Order No. 2 to a contract between the Town and BCC/Lakes Engineering awarded on February 10, 2020 for the BC-158 Broad Causeway Rehabilitation Construction project. The Change Order is for
   $96,500.00 for construction time extension due to FDOT critical findings,

increased repair spall repairs, and weather days resulting in delay of the project.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING CHANGE ORDER NUMBER 2 TO THE AGREEMENT WITH LAKES ENGINEERING FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES TO THE SHEPARD BROAD CAUSEWAY BRIDGE REHABILITATION PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

6. **Consideration** and **Approval** of a Resolution approving the renewal of a Mutual Aid Agreement and Joint Declaration between the Village of Indian Creek and the Town of Bay Harbor Islands for shared law enforcement services.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING THE MUTUAL AID AGREEMENT AND JOINT DECLARATION BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE VILLAGE OF INDIAN CREEK FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

7. **Consideration** and **Approval** of a Resolution renewing the Mutual Aid Agreement and Joint Declaration between the Town of Medley and the Town of Bay Harbor Islands for shared police services.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING THE MUTUAL AID AGREEMENT AND JOINT DECLARATION BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE TOWN OF MEDLEY FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

8. **Consideration** and **Approval** of a Resolution for Budget Amendment No. 2 re- appropriating various funds carried forward from FY 2022-2023 to FY 2023-2024 to fund the cost of the projects that commenced during FY 2022-2023 and were not completed or were deferred until after September 30, 2023.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING BUDGET AMENDMENT NO. 2 FOR THE FISCAL YEAR 2023/2024 BUDGET TO PROVIDE FOR CARRYFORWARDS FROM FISCAL YEAR 2023 TO FISCAL YEAR 2024; PROVIDING INCORPORATION OF RECITALS, PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

9. **Consideration** and **Approval** of a Resolution **Ratifying** and **Approving** emergency service authorization to Transcore in accordance with Section 2-1.3 of the Town's Emergency Procurements provisions, for the replacement of firewalls for Sunpass servers at Town Hall for an approximate amount of $31,950.87.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RATIFYING THE TOWN MANAGER'S APPROVAL OF AN EMERGENCY PROCURMENT WITH TRANSCORE FOR REPLACEMENT OF THE FIREWALLS FOR THE SUNPASS SERVERS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, raised a concern about the change orders and the funds spent on repairing the bridges rather than replacing them.

PUBLIC COMMENT CLOSED

ACTION: Council Member Yaffe made a motion to approve the Consent Agenda. Mayor Tricoche seconded the motion, and it passed unanimously on a poll vote.

DISCUSSION ITEMS:

13. **Discussion** and **Possible** action regarding non-renewal of the contract for the art festival. Sponsored by Mayor Elizabeth Tricoche.

Mayor Tricoche requested that the Art Festival not be held on Kane Concourse, that the event's cost be reduced as much as possible, and that a free area be provided for children.

Vice Mayor Fuller explained that the cost had been reduced by approximately one-third, the location had been moved to the open area of the old Town Hall and Public Works dome (which will feature grass), and the children's area will remain

free. The only change in the design in the meeting packet is that the portion in front of Bay Harbor Terrace, near Town Hall, will be closed. Mayor Tricoche suggested contacting the owner of the 1177 Kane Concourse property about using their parking lot.

Council Member Salver stated that he was comfortable with the new plan. He recommended canceling the current contract, putting the service out to bid, and notifying the current vendor that the Town intends to use the smaller venue. He suggested possibly renegotiating the contract to allow time for the Town to reconsider its plans. He also proposed inviting the current vendor to submit a new bid that aligns with the Town's preferences. He believed that terminating the existing agreement and starting a new conversation about the future of the festival would be a wise business decision.

Council Member Yaffe pointed out that if the festival is rescheduled, Kane Concourse will not be shut down, meaning there will be no traffic jams or street closures. He expressed concern about how long the rebidding process would take, given that during the first year, the Town had little time to plan. He noted that there were better artists the second year due to more planning time. He feared that a lengthy bid process could result in less time for planning, which might limit the ability to attract high-quality artists.

Mayor Tricoche reminded the Council that this is the final year of the current contract and suggested placing a bid now for the following year.

Vice Mayor Fuller confirmed that the contract is indeed in its final year and that the vendor is aware there is no automatic renewal. He stated that the vendor needed almost a full year to plan the event, so it would be a smoother process if the Town started planning now for the following year. The Town would learn from this year's event and could inform the vendor that the event will be put out to bid the next year. He argued that halting the process now to start the bidding would likely result in lower-quality art.

Council Member D'Amico believed the vendor should complete the current contract. She also suggested incorporating more art education and student involvement in exhibitions.

Mayor Tricoche proposed holding an art contest for students, with a $500 scholarship prize.

PUBLIC COMMENT:

Kathleen Kennedy, 9180 West Bay Harbor Drive, expressed support for the idea of placing sculptures throughout the Town, as Bal Harbour has done, and questioned why Bay Harbor hadn't followed suit. She proposed holding a food and wine festival on Kane Concourse instead of the Art Festival.

PUBLIC COMMENT CLOSED

Council Member Salver asked whether the continuation of the contract was being approved and inquired about the legal implications of not renewing the contract while staying with the same vendor. Deputy Town Attorney Skip Miller advised that the contract would need to be reviewed, and the Council would be updated in a couple of days.

Council Member Salver reiterated his support for the art festival but felt it was prudent to reassess the costs and negotiate a better deal for the town.

Council Member Salver made a motion to cancel the contract and renegotiate with the current vendor, if legally possible. However, no one seconded the motion.

Mayor Tricoche pulled the item from the agenda.

Council Member Salver left the meeting at 8:30 p.m.

ORDINANCES ON SECOND READING:

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

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

Council Member Yaffe moved the item to the floor and Vice Mayor Fuller seconded the motion.

Council Member Yaffe explained that the purpose of the Committee is to mitigate fines, not to engage in litigation. The Ordinance is simply aimed at changing the Committee's name.

PUBLIC COMMENT

Frances Neuhut, from 1060 Kane Concourse, spoke about homeowners losing their properties to developers, who then attempt to reduce the associated

fines.

PUBLIC COMMENT CLOSED

ACTION: Council Member Yaffe made a motion to approve the Ordinance on second reading. Vice Mayor Fuller seconded the motion, and it passed unanimously on a poll vote.

11. **Consideration** and **Approval** of an Ordinance on Second Reading amending Sections 5-20 and 5-23 of the Town Code regarding the contents of preliminary site development plans. Sponsored by Council Member Teri D'Amico.

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

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

Council Member D'Amico discussed the discrepancies between two lists used when packages are submitted to the Development Review Committee (DRC). She clarified that a submittal consists of a site plan package containing multiple drawings, while a site plan refers to just one drawing. She expressed concern that the checklist used by the Building Department is outdated, as it hasn't been updated since 2014. Specifically, the checklist requires waterfront properties to submit their plans to the County Shoreline Review Committee after approval by the Design Review Board. She asked Town Planner Miller to provide additional information on this matter and suggested the terms on the checklist should be more consistent.

Mayor Tricoche asked Council Member D'Amico if she believed the Ordinance was necessary for the Town. Council Member D'Amico confirmed that it was. Town Planner Michael Miller explained the Resolution process followed by the

Shoreline Review Committee. After the Design Review Board approves a site plan, it is forwarded to the County, which then decides whether to approve or deny it. The applicant must also submit proof of the County's approval before a permit can be issued by the Town.

Council Member D'Amico inquired whether the Resolution applies to multi-family, residential, or single-family properties. Town Planner Miller clarified that the Resolution covers all waterways, bays, and interconnected waterways, but single-family homes are exempt. Council Member D'Amico questioned why this information was included on the checklist. Mayor Tricoche asked if the ordinance was ready to be approved in its current form. Council Member D'Amico confirmed and explained that the Ordinance needs to be amended to update the Building Department's checklist.

PUBLIC COMMENT

Frances Neuhut, a resident of 1060 Kane Concourse, expressed concerns that new ordinances were not being enforced by Code Compliance.

PUBLIC COMMENT CLOSED

ACTION: Council Member Yaffe made a motion to approve the ordinance on second reading. Council Member D'Amico seconded the motion, and it passed unanimously on a poll vote.

ORDINANCES ON FIRST READING:

12. **Consideration** and **Approval** of an Ordinance on first reading amending Section 5- 18 of the Town Code to include metal roof materials in the list of permitted roofing materials. Sponsored by Council Member Robert Yaffe.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO ALLOWABLE ROOFING MATERIALS IN THE TOWN; AMENDING CHAPTER 5 ENTITLED BUILDING AND CONSTRUCTION; AMENDING ARTICLE 1 ENTITLED IN GENERAL; AMENDING SECTION 5-18 ENTITLED REQUIRED MATERIALS IN ROOF AND MANSARD FASCIA CONSTRUCTION/APPROVAL OF DESIGN REVIEW BOARD TO MODIFY THE LIST OF ALLOWABLE ROOF MATERIALS; PROVIDING FOR INCORPORATION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Council Member Yaffe moved the item to the floor, and Vice Mayor Fuller second the motion.

Council Member Yaffe noted that many homeowners are opting to install metal roofs. He expressed the opinion that property owners should not be required to wait for approval from the Design Review Board to install them. Council Member D'Amico agreed, adding that metal roofs can be designed in an aesthetically pleasing way.

ACTION: Council Member Yaffe made a motion to approve the Ordinance on first reading. Vice Mayor Fuller seconded the motion, and it passed unanimously on a poll vote.

DEFERRED ITEMS: There were no deferred items.

TOWN MANAGER ITEMS: There were no Town Manager items.

ADJOURNMENT:

There being no further business, the meeting adjourned at 8:48 p.m.

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

Town of Bay Harbor Islands

Regular Town Council Meeting
MINUTES
May 8, 2024
7:00 PM
Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

A Regular Meeting of the Town Council was held on Wednesday, May 8, 2024, at 7:02 p.m. Upon roll call the following members responded:

Mayor Joshua Fuller

Vice Mayor Isaac Salver	Council Member Stephanie Bruder
Council Member Teri D'Amico	Council Member Molly Diallo
Member Eric Rappaport	Council Member Robert Yaffe

SPECIAL PRESENTATION:

1. Teacher of the Year - Ruth K. Broad K-8 Center - Silvia Mayorga

2. Rookie Teacher of the Year - Ruth K. Broad K-8 Center -Abigail Nagler

   The Council recognized the Teachers of the Year and Council Member Diallo presented them with awards and bouquets.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA

Vice Mayor Salver discussed Town Manager Lasday's resignation letter and job performance at length. Town Manager Lasday responded to the comments. After further discussion, Vice Mayor Salver deferred Item #21 and requested a formal performance evaluation of the Town Manager. Human Resources will provide the necessary evaluation forms to the Council. It was also suggested that the matter be addressed at the upcoming Town Council Retreat.

Council Member Bruder requested that Item #18 be heard after Public Comments.

ITEMS: TOWN MANAGER'S REPORT:

Town Manager Lasday reported on the following:

- Public Hearing for Broad Causeway Bridge Project: A public hearing is scheduled for June 24, 2024.
- Broad Causeway Bridge Lane Closures: Lane closures will occur due to an

extended Maintenance of Traffic (MOT) plan, which will last an additional 12 weeks as repairs are made to both the top and bottom of the bridge.

- Indian Creek Bridge Repairs: Starting mid-June, repairs will take place on the Indian Creek Bridge. Two lanes will remain open during the work, which could take up to two months. A pedestrian walkway will remain open throughout the repairs.
- Upcoming Events:
    - A concert is scheduled for May 19, 2024.
    - Senior Bingo Night is scheduled for May 16, 2024.
    - Law Enforcement Appreciation Day will be observed on May 10, 2024.
- Council Meeting Reschedule: A Council Member requested that the June 10th Regular Council Meeting be moved to June 18th due to a scheduling conflict.

COUNCIL REPORTS:

Council Member Rappaport shared that he continues to listen to residents' concerns and is working with Town Hall staff to address several requests. He also met with the new Communications Director, Byron Barkley, and requested the Council's permission to oversee the Town's communication and marketing efforts. He discussed his outreach to Congresswoman Federica Wilson's office regarding local veterans and noted Chief Noel's suggestion to involve the explorer's program in visiting veterans and retired officers.

Mayor Fuller mentioned that Chief Noel may have a list of local veterans who have participated in Veterans Day events.

Council Member Diallo reported on her attendance at an event with Commissioner Steinberg and the Children's Trust luncheon. She also praised Officer Cabrera for his impactful work with her daughter in the DARE program. Additionally, she encouraged the community to follow the Town's social media pages.

Council Member Bruder attended the Children's Trust luncheon and expressed pride in the program's positive effect on students' academic and emotional performance. She recommended informing elderly seniors about their eligibility for medical alerts through Medicaid and Medicare, as well as offering assistance to those who struggle with daily tasks, particularly during hurricane season. She proposed creating a senior citizens registry and providing hurricane preparedness information through the newsletter or website. Vice Mayor Salver suggested using CodeRed for communication.

Council Member Yaffe attended a Law Day event at the North Dade Justice Center, which celebrated the Constitution.

Council Member D'Amico attended both the Children's Trust Luncheon and a well-received bike rodeo event. She also participated in the Doggie Parade, which offered adoption opportunities, and highlighted the need for extra bedding and towels for the Humane Society.

Vice Mayor Salver attended the Children's Trust luncheon and the Florida League of Cities meeting via Zoom. He expressed appreciation for personalized letters from Florida State Representatives Dan Daley and Christine Hunschofsky.

Mayor Fuller thanked everyone involved in the successful Doggie Show event and provided updates on various regional matters. He reported on a meeting with district mayors where they discussed marine patrols, noise mitigation, and the Broad Causeway Bridge Replacement Project.

PUBLIC COMMENT:

Patricia Emison, 9400 East Bay Harbor Drive, expressed support for engaging veterans and retired officers through community visits. She also suggested that the Town reconsider the Freebee service, as it may be difficult for seniors to use the app. She recommended bringing back the trolley for seniors.

Mayor Fuller explained that while the cost of the shuttle was high and ridership was low, Freebee cars have been increased, and riders can now call for pickups without using the app.

Council Member Bruder proposed exploring the idea of a van service to transport seniors twice a week and instructed staff to look into pricing for a van.

Frank Adams, 10300 West Broadview Drive, raised concerns about the Crossing Guards' presence in the evenings when school is not in session, asking if this was a permanent measure, whether the Town was paying for it, and if it was a safety issue. Chief Noel explained that the increased security presence, including the Crossing Guards, was in response to specific intelligence and aimed at enhancing security during certain hours.

Dave Sanchez, 1080 94th Street, raised concerns about construction projects impacting sidewalks and questioned the use of security cameras to address texting while driving. He also inquired about the status of funding for the Broad Causeway Bridge. Council Member Bruder explained that the cameras are used for crime prevention and security and are not discussed in public forums. Mayor Fuller reassured that no sidewalks are permanently blocked due to construction and explained that the Town is actively working on securing funding for the Broad Causeway Bridge.

Joyce Green, 1360 99th Street, discussed traffic congestion caused by construction on Kane Concourse and suggested adding loading docks and special entrances for police and public works at the new Town Hall. She praised the Town Manager for her hard work and emphasized the importance of collaboration.

Kathleen Kennedy, 9180 West Bay Harbor Drive, congratulated Eric Rappaport on his election and expressed concerns about staff and equipment preparedness for hurricanes. She also urged the Mayor to negotiate a contract for Dr. Pietro’s building and thanked the Recreation Department and Parks and Recreation Committee for their support.

Frances Neuhut, 1060 Kane Concourse, expressed concerns about the impact of 15 proposed construction projects on the east island, particularly regarding infrastructure issues such as outdated bridges and inadequate ADA-approved sidewalks. She noted that in North Miami, high-rise projects have faced challenges securing financing, and other projects have been scaled down or abandoned.

COMMITTEE REPORTS: There were no Committee Reports.

CONSENT AGENDA: Set for approximately 7:55 p.m. ***(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not requirefi1rther 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.)***

PUBLIC COMMENT

Dave Sanchez, of 1080 94th Street, addressed the Council regarding Item #7**.** He inquired about the purpose of the security cameras. He also expressed concern about the company involved in Item #9, stating that he does not trust it. According to Mr. Sanchez, companies like this often file for bankruptcy, which can render purchased items obsolete. He cited the County's recent purchase of electric buses as an example—replacement parts are now unavailable because the supplier went bankrupt.

PUBLIC COMMENT CLOSED

3. **Consideration** and **Approval** of a Resolution ratifying the appointment of Christopher Benjamin as Special Magistrate to conduct Administrative Hearings on Code Violations for the Town of Bay Harbor Islands, pursuant to Section 5¾-3 of the Town Code.

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

6. **Consideration** and **Approval** of a Resolution for the Fifth Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands to August 31, 2024, for operation of motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, PROVIDING FOR THE APPROVAL OF THE FIFTH 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.

7. **Consideration** and **Approval** of a Resolution authorizing the expenditure of $30,000 to upgrade surveillance cameras throughout the Town and upgrade of the server to accommodate the additional data. The equipment and service will be obtained in accordance with the Town's procurement regulations. Sponsored by Council Member Stephanie Bruder.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, AUTHORIZING THE EXPENDITURE OF $30,000 FOR UPGRADE OF SURVEILLANCE CAMERAS THROUGHOUT THE TOWN AND UPGRADE OF THE SERVICE TO ACCOMMODATE THE ADDITIONAL DATA; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

9. **Consideration** and **Approval** of a Resolution approving a contract with Samsara for a te1m of five (5) years, in the amount of $24,043.50, for the purchase of an Automatic Vehicle Locating Service (AVL) to service 50 Town-owned vehicles, under the piggyback purchasing provisions, pursuant to Section 2- 1.2(6) of the Town Code.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING A CONTRACT IN THE AMOUNT OF $24,043.50 WITH SAMSARA FOR A TERM OF FIVE (5) YEARS FOR THE PURCHASE OF AN AUTOMATIC VEHICLE LOCATING SERVICE FOR TOWN VEHICLES, UNDER THE PIGGYBACK PURCHASE PROVISION PURSUANT TO SECTION 2- 1.2(6) OF THE TOWN CODE; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

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

3. Approval of the following Council Meeting Minutes:
A. November 8, 2023 - Regular Council Meeting

Council Member D'Amico suggested that certain details were missing regarding item
20. She will meet with the Town Clerk to amend the minutes.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and complained about the section in the minutes related to the public comment decorum Resolution.

PUBLIC COMMENT CLOSED

The item was deferred.

5. **Consideration** and **Approval** of a Resolution approving a contract with Florida Drawbridge Inc. for a term of five (5) years, under the piggyback purchasing provisions, pursuant to Section 2-1.2(6) of the Town Code, for "drawbridge" repairs & maintenance services for the Broad Causeway drawbridge.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING A CONTRACT WITH DRAWBRIDGE, INC. FOR DRAWBRIDGE REPAIRS AND MAINTENANCE SERVICES FOR THE BROAD CAUSEWAY DRAWBRIDGE, UNDER THE PIGGYBACK PURCHASING PROVISIONS PURSUANT TO SECTION 2-1.2(6) OF THE TOWN CODE; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

Council Member D'Amico raised concerns about whether the Town was voting on a specific contract or if it was using a piggyback agreement. Town Attorney Geller clarified that while the Town is piggybacking on another contract's terms, the Council would still enter into its own separate contract with the provider if the item is approved. Council Member D'Amico emphasized the importance of monitoring the bridge.

Town Engineer Carrero Santana explained that the contract is solely for maintenance and repairs. It allows the Town to access skilled workers to complete necessary, preventative work on the bridge.

Vice Mayor Salver asked the Town Engineer to describe the issues with the bridge. Mr. Carrero Santana stated that the bridge is experiencing spalling caused by corrosion of steel reinforcements due to saltwater exposure. To perform the needed work beneath the bridge, road closures are required. When roads are closed, it indicates that work is being conducted underneath.

Vice Mayor Salver asked whether vehicle weight and traffic were contributing to the bridge's structural degradation. Mr. Carrero Santana agreed and reiterated that saltwater exposure is also a major factor.

Council Member Yaffe asked if Vice Mayor Salver's questions were leading toward imposing weight limits. Vice Mayor Salver confirmed. Mr. Carrero Santana noted that only FDOT (Florida Department of Transportation) has the

authority to impose weight restrictions. Council Member Bruder suggested contacting FDOT to request weight limits in order to help extend the bridge's lifespan.

PUBLIC COMMENT

Frances Neuhut, of 1060 Kane Concourse, expressed concern about the origin of this contract, stating that the Town had already entered into an agreement for a new bridge.

PUBLIC COMMENT CLOSED

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

8. **Consideration** and **Approval** of a Memorandum of Agreement between the Town of Bay Harbor Islands, Florida Department of Transportation, and the Florida State Historic Preservation Officer regarding the Broad Causeway Bridge (FDOT Bridge No. 875101) replacement, undertaking in substantially the form attached hereto as Exhibit A.

Council Member D'Amico voiced concern about signing a contract without providing any information on historic preservation. Although the bridge itself is not a historic structure, anything over 50 years old in Miami-Dade County is considered potentially eligible for historic designation. She expressed disappointment in Atkins for failing to supply more information regarding the building's historical significance. She also questioned the bridge's design, specifically the inclusion of ramps, which she believes obstruct light and air. Council Member D'Amico proposed a flyover design without ramps, suggesting it would be more accessible. She inquired about the original design concepts and whether the layout could be separated from the design. She also expressed frustration over the lack of communication throughout the process.

Mayor Fuller clarified that the matter at hand is not about whether the Town Council will be able to review the bridge design before voting. The only requirement is to submit documentation for a historic designation evaluation — not to designate the bridge as historic. He emphasized that the Town's primary responsibility is to meet the funding requirements so that taxpayers aren't burdened with the cost. He also noted that public meetings have been held, and videos posted on the Town's website to maintain transparency and gather input.

Council Member Rappaport mentioned that he had previously raised concerns about the scope of the Memorandum of Legislative Agreement (MLA) and the memorandum itself. In response, the Town Manager and staff clarified that the agreement pertains solely to the bridge and remains in draft form.

Council Member Diallo stated that the Council is being asked to approve a stipulation that may still be subject to changes due to coordination with other agencies. She emphasized that the Memorandum of Understanding (MOU) will not be signed until after a public hearing, highlighting the importance of public comment in moving the project forward.

Vice Mayor Salver asked the Town Manager about the Town's current policy on historic preservation, noting that a 2000 study found there were not enough designated historic properties to create a historic district. Town Manager Lasday, who was not with the Town at that time, stated that to her knowledge, no properties in the Town are officially designated as historic. Salver concluded that the process appears to be motivated solely by the desire to secure grant funding.

Council Member Bruder acknowledged that the initiative is primarily about obtaining the grant but questioned whether the Council would have the final say if the gas station were determined to be historically significant.

Mayor Fuller responded that the Council does have final authority in determining whether a property is eligible for historic designation. However, he also mentioned that other parts of the Town may need to be considered in evaluating eligibility.

Council Member D'Amico reiterated her concern that signing the agreement would effectively amount to declaring the bridge building as historic.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and discussed the ongoing delay in repairing the bridge, arguing that it could lead to the State taking over the bridge. She spoke about Church by the Sea and the school being Brownfield sites just like the gas station.

PUBLIC COMMENT CLOSED

ACTION: Council Member D'Amico made a motion to approve the Memorandum. Mayor Fuller seconded the motion, and it passed 4-3 with Vice Mayor Salver, Council Member Bruder, and Council Member D'Amico opposing.

18. **Discussion** and **Possible** action regarding a concept for a new Town Hall and Parking Facility. Sponsored by Council Member Stephanie Bruder.

Council Member Bruder stated that she has been collaborating with the design team for several months on various concepts. She acknowledged the Council's desire for open, airy parking structures that reflect water but expressed concern about how the garage would appear to nearby apartment residents. Her focus was on softening the second portion of the garage to enhance its accessibility and visual appeal.

Mark Marin, a Professor of Architecture and Director of FIU by Design, residing at 1025 SW 112th Avenue, presented the schematic design, layout, and visioning study for the Town Hall and adjacent parking facilities. He emphasized the project's alignment with zoning regulations and overall efficiency. The proposed plan includes multiple stories dedicated to Town Hall and administrative functions, with the top floor reserved for leasable space. The rooftop will feature recreational amenities including four pickleball courts and a small soccer field for community use. The main entrance to the building is located on 97th Street, while the parking garage is situated on the opposite

side. A courtyard with an amphitheater separates the two structures, helping to break up the building's mass. The ground floor houses Town Hall operations, the garage on the far side, and a central courtyard. The existing pump room is maintained in its current location. The second floor includes additional Town Hall space, parking areas, hallways, a conference room, and more leasable space within the administrative section. The overall design accommodates 390 parking spaces.

Mayor Fuller praised the design and informed Mr. Marin that the parking spots planned for the south side of the structure fall within Block 11—an area that will be removed—and requested no further planning in that section.

Mr. Marin clarified that there were no plans to use the adjacent area off 97th Street. He also presented a schematic section that highlighted the pump room, which must be preserved in both size and function.

Council Member Rappaport asked whether the design was final. Mr. Marin responded that it was not, explaining that the study was a preliminary schematic envisioning project completed by four graduate students. Council Member Rappaport expressed appreciation for the integration of greenery and glass, noting how sunlight would reflect off the building. He suggested incorporating a museum or historical exhibit space to showcase the history of Bay Harbor Islands.

Council Member Yaffe shared his enthusiasm for the design, particularly the rooftop recreational space. He proposed replacing the pickleball courts with a rooftop pool, which he felt would be valuable for children's swimming lessons and broader community use.

Council Member Bruder agreed with the idea of a pool but emphasized that the cost would exceed the budget. She clarified that the budget allocates $14 million for the Town Hall project, excluding the garage, which will be funded separately through parking trust funds. Mayor Fuller added that the Town plans to apply for grants to help cover additional expenses.

Council Member D'Amico raised questions about programmatic elements and adjacent facilities such as the police station and administrative offices. She supported the inclusion of rooftop recreational features and inquired about accommodation for seniors and the layout of the leasable space. She also asked for a detailed explanation of how police vehicles and shoppers would access and exit the building.

Mr. Marin confirmed that there will be a dedicated space for seniors and that the project includes 17,000 square feet of leasable space. When asked whether parked vehicles would have to circle the block to access nearby shops, Mr. Marin noted that the design for that section is still in progress.

Council Member D'Amico suggested creating a pathway through the blue space to Bay Harbor Terrace, ensuring accessibility for handicapped residents visiting medical offices. She also voiced safety concerns with the current garage layout, which forces pedestrians to walk along the street. Additionally, she expressed concern about how police officers would enter and exit the

building. Mr. Marin responded that reserved parking for the police will be located on the second floor.

PUBLIC COMMENT

Ken Eskin, of 1310 99th Street, expressed concern about the absence of a fitness center in the new development plans. In response, Mayor Fuller acknowledged that while not all details have been finalized, there has been mention of including a gym on the first floor.

Frances Neuhut, of 1060 Kane Concourse, raised concerns regarding the lack of parking in the Business District. She alleged that both the Comprehensive Plan and the Town Charter were amended without adequate citizen involvement. She also noted that the Planning and Zoning Board has been replaced by a Design Review Board, which she claimed has been excluded from decisions related to the parking facility and the Town Hall. Additionally, she questioned how the number of parking spaces required for the Business District was determined, especially given the current lack of business in the area.

PUBLIC COMMENT CLOSED

Town Manager Lasday informed the Council that if they are satisfied with the current design, the next step would be to issue a Request for Qualifications (RFQ), while design refinements continue. She also suggested there may be one more meeting with FIU during this process.

Vice Mayor Salver raised concerns about the feasibility of having recreational facilities on the roof. He requested that an alternative be considered—specifically, converting the top floor to parking and removing the soccer field from the plans.

Council Member Diallo proposed replacing the soccer field with a quieter green space, suggesting it might be more appropriate for the setting.

Council Member D'Amico asked for the estimated budget for the new Town Hall. Town Manager Lasday replied that the current estimate is $14 million, which aligns with the available Transfer of Development Rights (TDR) funds. Additionally, the Town has about $4 million in its Parking Trust. She explained that issuing the RFP would allow the Town to obtain actual cost estimates. Town Manager Lasday also noted that $800,000 is already allocated for a generator to support the Police Department, and the Town is applying for a grant of up to $2 million. These funds would be split between the Police Department's structure and the parking facilities.

Council Member D'Amico asked for confirmation that the $14 million would cover the entire buildout. Town Manager Lasday confirmed that it would.

Mayor Fuller asked Council Member Bruder if she wanted to revisit the item for further discussion.

Council Member Bruder expressed her support for moving forward but also wanted to leave the door open for further discussion if needed. She encouraged the Council to decide whether they preferred additional rooftop parking over recreational use—a topic that could be addressed at the upcoming Council Retreat. The Council agreed to continue the discussion at the Retreat.

ACTION: Council Member Bruder made a motion to issue an RFQ for a concept for the new Town Hall. Council Member Diallo seconded the motion, and it passed unanimously on a voice vote.

PUBLIC HEARING

10. **Consideration** and **Approval** of a request for a revision of a new commercial mixed-use building for "I I 77 Bay Harbor Islands, LLC" located at I 77 Kane Concourse, Lots 5-8 / Block 2 I & Lots 6-14/ Block 21. A site development plan for the new commercial property was approved by the Planning & Zoning Board on August 20, 2019. The owner is requesting an increase from 54 dwelling units to 66 units. Also, they are submitting the east facade for review and approval. The Town's DRB reviewed & approved the 2024 Revisions by a 6-0 vote on 4/16/24, subject to the Town Planner's and staff's conditions. However, the Board strongly felt the 2023 east building facade design (score line rectilinear pattern) was preferable to the applicant's proposed 2024 design (paint).

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

Graham Penn from Bercow Radell Fernandez Larkin & Tapanes, located at 200 S. Biscayne Blvd, Miami, Florida, introduced Luis Astoria from Arquitectonica, Steve Rosen, and Shaz Mirshahidi from Terra Group. Mr. Penn outlined the 2023 approved development plan, which included reducing the density from 90 units to 54, modifying the residential component, expanding the balconies, improving the façades, and redesigning the entrance on 97th Street. They requested an adjustment to the residential density, proposing an increase to 66 units, with minor changes to the façade (balcony modifications), revisions to the recreational deck on the southern side, and redesigns for the eastern façade, which will eventually become an interior lot line adjacent to the neighboring property. The Design Review Board (DRB) had recommended retaining the original design, but a new design was developed based on feedback from last year.

The new design features a more organic layout, with a wide sidewalk along Kane Concourse and standard sidewalks on the other streets. Mr. Penn described the second level's changes, including alterations to the north balcony, the introduction of new glass dividers, and larger balconies that will allow two units to share a single balcony. The façade will feature extended balconies and glass dividers on both the north and south balconies, with views over Kane Concourse. The primary difference between the 2020 and 2024 proposals is the quality of the residential façades, which will now incorporate

more glass and larger balconies. The eastern façade, which faces a zero-lot line with a neighboring property, will change once the adjacent parking lot is redeveloped. The original design had vines at the bottom, which had to be removed due to site constraints. Instead, a green wall in the middle with scoring on either side has been proposed as an alternative. Additionally, the right side of the building will feature an artistic mural, designed to mimic the interior of the building. Mr. Penn stated that his team had no objection to either design. If the DRB's recommendation is followed, the left design will be built, but if approved, the right design will proceed.

Town Clerk Hamilton advised the Council that this is a quasi-judicial item, and those presenting must be sworn in. The Town Clerk proceeded to swear-in the individuals providing testimony.

Council Member Bruder opposed the increase to 66 units, citing a lack of demand for larger units and the desire for more density. She expressed more comfort with the 54-unit proposal.

Mr. Penn discussed the project's development agreement, which includes paying for the units. He noted that in a previous meeting, the issue of whether to retain or reduce the density was debated. He argued for retaining flexibility in the unit count based on market conditions.

Mayor Fuller clarified that while they have Transferable Development Rights (TDRs), they don't have the necessary rights yet, which is why they are before the Council again.

Luis Asturias, the project architect from Arquitectonica, explained the difficulty people face in securing mortgages for three-bedroom units compared to one-bedroom apartments.

Council Member Bruder acknowledged the building's business and marketing aspects but emphasized that the Council's primary responsibility is to the residents, who have repeatedly requested that construction activities on the island be slowed down. She stated that, given this concern, she would reject the proposal.

Council Member Rappaport expressed admiration for the new eastern façade but inquired about the second-floor courtyard's glass enclosure and whether it would be accessible to the public. Mr. Asturias confirmed that the public could access the breezeway from Kane Concourse, which features stairs and an ADA elevator for ease of access.

Council Member Diallo asked if there was a garden. Mr. Asturias confirmed that the garden design had been updated to incorporate more tropical plants, transforming it from a corporate look to a more Miami-style aesthetic.

Council Member Rappaport asked Mr. Penn to explain his desire to retain unused TDRs for future flexibility. Mr. Penn explained that the development agreement locked in 90 units, which were paid for by providing the park on the west side of West Bay Harbor Drive. The TDRs cannot be moved without

Council approval, meaning the 24 units will never be built elsewhere, which ultimately benefits the Town.

Council Member D'Amico expressed appreciation for the level of detail in the design drawings and felt that refining them further would result in beneficial adjustments to the square footage.

Vice Mayor Salver praised the designs, calling the reduction in density from 90 to 54 units a significant win for the Town. He asked how many TDR units they had left and stated that he would be inclined to approve the request if they donated the unused TDRs back to the Town. Mr. Penn clarified that he could not voluntarily agree to forfeit the additional units, as any future plans to use or sell the TDRs would require Council approval.

Council Member D'Amico stated she was in favor of the project.

Council Member Yaffe mentioned that at the previous meeting, he questioned the design of the eastern façade. He said he agreed with the DRB's recommendation and did not support the proposed design.

Mr. Penn reiterated the requests: an increase in density, revisions to the façade and balconies, a change to the recreational deck, and adjustments to the eastern façade.

Council Member Yaffe made a motion to approve the density change. However, the motion failed due to a lack of a second.

PUBLIC COMMENT

Frances Neuhut, of 1060 Kane Concourse, spoke about mixed-use projects in the Business District, including Church by the Sea, 1170 Kane Concourse, and the Altair Hotel. She expressed concerns about overcrowding and the lack of proper tax reporting, highlighting the negative impact these issues have on the community.

Carol Jean Kier, from 9660 West Bay Harbor Drive, raised concerns about the construction site on 97th Street. She reported a strong, unpleasant odor caused by an overflowing porta potty and described the site as poorly managed, contributing to a deteriorating environment. She emphasized that such issues should not be tolerated in an affluent Town.

PUBLIC COMMENT CLOSED

Mr. Penn explained that the development agreement indicates the property has acquired 24 Transferable Development Rights (TDRs). These TDRs represent the exact number of units that will not be built, and they are now locked in to ensure they cannot be used elsewhere in the Town. The property plans to have 66 units, which aligns with the density allowed by zoning codes, and it is not utilizing any of the TDRs.

ACTION: Council Member D'Amico made a motion to approve the proposal for the eastern façade. Council Member Bruder seconded the motion, and it passed 6-1 on a poll vote, with Council Member Yaffe opposing.

ACTION: Council Member Yaffe made a motion to approve the proposed courtyard. Council Member D'Amico seconded the motion, and it passed unanimously on a poll vote.

Mr. Penn sought the Town Attorney's opinion after the Council only voted on two of the four items requested. Town Attorney Geller advised that if the Council does not address the remaining issues, they will stay pending and can be discussed at the next meeting, provided a motion is passed. If no motion is made, the matter will be considered deferred.

Council Member D'Amico expressed the view that the applicant did not require the Council's approval since the Code allows for 66 units. However, Mr. Penn clarified that the Town Manager had determined the request needed to be reviewed by the Town Council. The Town Manager explained that the Unity of Title stipulates any changes to the site plan must be reviewed by the Council. Town Attorney Geller confirmed that the application is not considered denied. Mr. Penn agreed to the deferment.

11. **Discussion** for the purpose of hearing public comments with respect to an application for variances from Sections 23-12(6)(a)(iii), 23-12(6)(a)(v) and 23- 12(8) of the Town Code for the construction of a linear dock that will extend 46 feet from the seawall cap, where the Code requires a maximum extension of25 feet. The application for a variance is being requested by property owner Brett Reizen for the property located at 9424 West Broadview Drive, Lot 82 and West
11.85 feet of Lot 83, Block 23, Bay Harbor Islands, Florida.

Council Member Diallo moved the item to the floor, and Vice Mayor Salver seconded the motion.

Robert Rossi, from 6875 NE 3rd Avenue, representing the applicant, came forward to provide a brief presentation on the request for variances. He stated that the Town Planner's Report was misleading and inaccurate. He referred to Page 9 of the report by Town Planner Michael Miller, which suggested that the owner wanted a larger dock, the vessel was unusually large, and there were no environmental hardships, all of which he disputed. He explained that the applicant had submitted a request to DERM for an 11-foot walkway and a five-foot terminal platform, totaling a projection of 52 feet and six inches. DERM denied the request, citing a need for the structure to extend out 72 feet instead.

Mayor Fuller expressed concerns about the information in Mr. Miller's Staff Report, particularly regarding potential interference with the navigable waterway due to the size of the vessel. He also raised the issue of the applicant possibly building something they weren't authorized to. He emphasized that these concerns should be addressed, not just the applicant's claim of hardship. While he had no objections to the applicant working with DERM (acknowledging

the challenges of dealing with dock slip regulations), he was uncomfortable with the idea of hardship being claimed because the applicant was caught doing something they shouldn't have.

Mr. Rossi responded that the floating modular jet ski float, referenced in Mr. Miller's report, was being removed. He clarified that there was no structure involved in this request and that it was not an "after-the-fact" application.

Mayor Fuller replied that Mr. Miller's statements were based on observations made during an inspection.

Council Member D'Amico mentioned the trend of larger dock projects, noting that during a recent boat ride, she observed docks extending out 75 feet. She suggested creating a policy for these types of variances to establish clearer guidelines.

Brett Reizen, Applicant, 9424 W Broadview Drive, came forward and noted that other vessels of similar size extend just as far out. He explained that he does not want his own dock to extend that far, nor do his neighbors, and his vessel doesn't need such a large dock.

Mayor Fuller reiterated his concerns about Mr. Miller's statement regarding the navigable waterway becoming a hazard due to the dock extension. He emphasized the need to ensure that this is not an issue.

Council Member Bruder agreed with Council Member D'Amico, suggesting that instead of continuing to work with DERM, the Council should develop a policy that specifies desired dock lengths, such as 70 or 75 feet. This would streamline the process and avoid lengthy waits for approval.

Council Member Diallo added that setting building standards based on the location of the island might not be effective, especially given the narrowness of the waterways.

Mr. Rossi explained that DERM limits approvals to 25% of the waterway's width which is why the current request exceeds the allowable limits.

PUBLIC COMMENT

Ryan Shapiro, 9430 West Broadview Drive, explained that the current water-based property regulations restrict construction to a triangular area to preserve neighbors' views and protect property values. He emphasized that allowing all homes to extend 75 feet would negatively impact property values.

PUBLIC COMMENT CLOSED

Mr. Rossi explained that for projects outside the triangle system, a letter of consent from the adjacent property owner is required. This letter is only necessary if the project exceeds the minimum deviation allowed by DERM regulations. If the deviation is 48 feet, the letter is required. However, if the deviation is 46 feet or less, the letter is not needed.

12. **Approval** or **Denial** of a variance request for the property located at 9424 West Broadview Drive. In accordance with Section 2-22 of the Town Code, the Town Council shall determine whether to grant or deny the application for a variance. An affirmative vote of five (5) Council Members are necessary in order to grant the variance request. The decision of the Town Council is final. If the request is granted, the decision of the Town Council shall be recorded in a resolution to be prepared by the Town Attorney. It should be noted that any approval of the Town Council is subject to other requirements of the Town Code, Miami-Dade County Code, Florida Building Code, FEMA or any other applicable governing agency.

Vice Mayor Salver asked Mr. Rossi to provide a brief explanation of the dock's design and size. Mr. Rossi explained that DERM proposed a walkway that is 32 feet, 6 inches long and 6 feet wide, with a 5-foot-wide terminal platform running parallel to it. Additionally, a 6-inch pile is planned in front of the 46-foot section. Mr. Reizen, along with his neighbors, opposes the extended dock.

ACTION: Council Member Bruder made a motion to approve the variance. Council Member Yaffe seconded the motion which failed 4-3 with Council Members D'Amico, Diallo, and Rappaport opposing. Five (5) votes are required for approval.

ORDINANCES ON SECOND READING:

13. **Consideration** and **Approval** of an ordinance on Second Reading pertaining to nuisances of construction activities, amending Section 12-26 of the Town Code regarding the arrival and departure of construction workers, vehicles, equipment, and materials on job sites. Sponsored by Council Member Robert Yaffe and Council Member Stephanie Bruder.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO NUISANCES OF CONSTRUCTION ACTIVITIES; AMENDING ARTICLE II OF CHAPTER 12 ENTITLED NOISE; AMENDING SECTION 12-26 ENTITLED PERMISSIBLE HOURS FOR CONSTRUCTION ACTIVITY AND LANDSCAPING; AMENDING SECTION 12-27 ENTITLED PENALTIES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Mayor Fuller requested that language be added to the Ordinance specifying when the Stop Work Order will take effect.

Town Attorney Geller clarified that, since the penalty remains the same and the change is intended for further clarification, Mayor Fuller's requested amendment is not substantial enough to require the Ordinance to return to its first reading.

Town Manager Lasday asked for confirmation that the Stop Work Order would be for eight hours, starting at 9:00 a.m. the next day, provided it's a weekday. If the order is issued on a Friday, it will begin at 9:00 a.m. on the following Monday.

Council Member Yaffe amended the motion to confirm that the Stop Work Order would be eight hours, starting at 9:00 a.m. the next weekday, with Friday orders beginning at 9:00 a.m. on Monday. Council Member Bruder seconded the motion.

ACTION: Council Member Yaffe made a motion to approve the Ordinance on second reading, including language that confirms the stop work order will be in effect for eight (8) hours, starting at 9:00 a.m. the following day, provided it's a workday. If the stop work order is issued on a Friday, it will begin at 9:00 a.m. on the following Monday. Council Member Bruder seconded the motion, and it passed unanimously in a roll-call vote.

14. **Consideration** and **Approval** of an ordinance on Second Reading amending Section 5-5(f) and (k) of the Town Code regarding temporary construction fences. Sponsored by Council Member Stephanie Bruder.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 5 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "BUILDING AND CONSTRUCTION" BY REVISING SECTION 5-S(f) AND (K) PERTAINING TO "TEMPORARY CONSTRUCTION FENCES" PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Bruder introduced the item, and Council Member Yaffe seconded the motion.

Council Member Bruder proposed that the west island be exempt from the application of the Ordinance, but the height requirement should still apply. Town Attorney Geller clarified that the amendment would specifically exclude the graphics portion from the west island for now. He also explained that this was a valid second-reading amendment because it neither expands coverage to uncovered individuals nor reduces existing coverage.

Council Member Bruder amended her motion to exclude the graphics portion from the west island. Council Member Yaffe seconded the motion and all voted in favor.

Mayor Fuller expressed support for "grandfathering" fence projects for individuals who have already completed more than just the fencing, particularly those who have contracted and paid for the project. He also emphasized the importance of ensuring that any tarps used in the project have a vent or an opening, to allow for code enforcement inspection. He cited this as a necessary safety measure.

Town Attorney Geller explained that the Mayor's comments would be considered as an additional amendment, alongside Council Member Bruder's amendment to the Ordinance.

Council Member Bruder suggested to add a requirement for taller fencing. Council Member Yaffe suggested increasing the height from 6 feet to 8 feet. Mayor Fuller questioned whether it was necessary to include language about vents, as he wasn't sure if they were already a standard requirement for fencing. He also raised concerns about the potential safety implications of a taller fence blocking visibility inside the site. Additionally, he inquired whether a permit should be required for the vent in the fence, out of concern for the impact on officers and code enforcement.

Town Attorney Geller responded that the current Ordinance does not address vent height, as this is determined by the Building Department for safety reasons. The Building Official has discretion over the placement of vents, and there is no need to amend the Ordinance, as the current system already covers this matter.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and complained about construction sites and Church by the Sea. She mentioned the lack of parking in the Business District.

PUBLIC COMMENT CLOSED

ACTION: Council Member Bruder made a motion to approve the Ordinance on second reading and to exclude the graphics portion to the West Island. Council Member Yaffe seconded the motion, and it passed unanimously on a poll vote.

ORDINANCES ON FIRST READING:

15. **Consideration** and **Approval** of an Ordinance on First Reading amending Section 23-33 of the Town Code relating to loading zone regulations. Sponsored by Council Member Stephanie Bruder.

AN ORDINANCE OF THE TOWN COUNCIL OF THE

TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO OFF-STREET LOADING; AMENDING CHAPTER 23, ARTICLE II, SECTION 23-33 RETITLING FROM RESERVED TO OFF-STREET LOADING ZONE PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Council Member Yaffe explained that the Ordinance requires all new commercial and residential buildings to include on-site loading zones.

Council Member Bruder added that the Ordinance also specifies delivery hours.

Town Planner Lorrainia Belle clarified that the Ordinance was based on those from Sunny Isles, Bal Harbour, and Surfside and noted that it does not apply to single-family homes.

Mayor Fuller mentioned that the Town Manager has the authority to approve deliveries outside of the specified hours when necessary. This flexibility allows deliveries at specific times, provided they do not block access.

PUBLIC COMMENT

Matt Amster, Bercow Radell Fernandez Larkin & Tapanes, 200 S Biscayne Blvd, Miami, Florida, addressed the Council to inquire whether the request would still be honored, as they had previously reached an agreement with the Landon Hotel during the last Council Meeting.

Frances Neuhut, of 1060 Kane Concourse, voiced concerns about the lack of loading zones and the Town's decision to allocate the loading zone in front of her business to Church by the Sea.

PUBLIC COMMENT CLOSED

ACTION: Council Member Bruder made a motion to approve the Ordinance on first reading. Council Member Yaffe seconded the motion, and it passed unanimously on a poll vote.

TOWN MANAGER ITEMS:

19. **Consideration** and **Approval** of a member to the Mitigation Committee.

Council Member D'Amico volunteered to serve on the Mitigation

Committee. The Council accepted the nomination.

16. **Consideration** and **Approval** of an Ordinance on First Reading amending Section 5-
2.2 of the Town Code pertaining to responsibility for payment of cost related to pre- construction survey and/or seismic monitoring required on neighboring properties within 300 feet of a construction site, in accordance with subsection Section 5- 2.2(1). Sponsored by Vice Mayor Isaac Salver.

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 CONSTRUCTIONACTIVITIES; AMENDING ARTICLE 1 OF CHAPTER 5 ENTITLED BUILDINGS AND CONSTRUCTION BY REVISING SECTION 5-5.2 CONSTRUCTION SITE MONITORING PERTAINING TO PAYMENT FOR PRE-CONSTRUCTION SURVEY AND/OR SEISMIC MONITORING, BY ADDING A NEW SUBSECTION D AND RENUMBERING SUBSECTION DAS SUBSECTION E, AND REVISING SAME; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Salver moved the item to the floor, and Council Member Yaffe seconded the motion.

Council Member Yaffe proposed amending the Ordinance to include Certified Mail and hand delivery as acceptable methods of communication.

Vice Mayor Salver clarified that the Ordinance prevents contractors conducting seismic work and structural integrity investigations from filing a lien on neighboring properties if the developer fails to make payment.

There was further discussion about the delivery method and response time. Council Member D'Amico suggested a 30-day response period.

Mayor Fuller recommended modifying the language in Section D to include: "and/or seismic monitoring, and/or both such that..."

Council Member Yaffe then made a motion to amend the Ordinance to include Certified Mail and hand delivery as delivery methods, a 10-business-day response period, and the updated language in Section D regarding costs. Vice Mayor Salver seconded the motion.

ACTION: Council Member Yaffe moved to approve the amended Ordinance on the First Reading, which includes certified mail and hand delivery as delivery methods, a 10-business-day response period, and the revised language in Section D regarding costs. Council Member Yaffe seconded the

motion, and it passed unanimously on a roll-call vote.

~~17.~~ ~~**Consideration** and **Approval** of an ordinance on First Reading amending Section 23-12 of the Town Code entitled "General Provisions" by revising Section 23-12(26) to add padel ball to the outdoor recreational game court facilities allowed in the Town, modifying fencing regulations and providing for noise mitigation to accommodate this sport. Sponsored by Mayor Fuller. Enclosed is the proposed ordinance.~~

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

DEFERRED ITEMS: There were no deferred items.

DISCUSSION ITEMS

20. **Discussion** regarding Miami-Dade County's pending Ordinance on scooters and electric bikes. Sponsored by Council Member Eric Rappaport.

Council Member Rappaport explained that Chief Noel presented a proposed Ordinance from Miami-Dade County concerning motorized scooters and bikes, which is currently under discussion. This Ordinance includes stricter provisions than those in other municipalities. While Council Member Rappaport acknowledged personal experiences with scooters, he emphasized that this issue is especially important for seniors and parents. He expressed support for moving forward with the Ordinance.

Council Member D'Amico proposed a helmet-wearing requirement for scooter riders. In response, Council Member Rappaport emphasized the need for better enforcement of scooter regulations in the Town.

Council Member Bruder moved to extend the meeting. Council Member Yaffe seconded the motion and all voted in favor.

Vice Mayor Salver suggested adopting an Ordinance similar to the one proposed by Miami-Dade County.

Chief Noel noted that the Police Department has been proactive in running an educational campaign on scooter safety. He recommended moving forward with the Ordinance.

PUBLIC COMMENT

Frances Neuhut, from 1060 Kane Concourse, inquired whether the Town has regulations regarding the age for riding electric bikes. She expressed concern about children frequently riding bikes on 97th Street. Additionally, she pointed out that the lack of sidewalks forces children to ride their scooters on the street.

PUBLIC COMMENT CLOSED

21. ~~**Discussion** and **Possible** action relating to the Town Manager's resignation tendered on April 8, 2024. Sponsored by Council Member Isaac Salver.~~

ADJOURNMENT:

There being no further business the meeting adjourned at 11:11 p.m.

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

Town of Bay Harbor Islands

Special Town Council Meeting
MINUTES
June 10, 2024
7:00 PM
Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

A Special Meeting of the Town Council was held on Monday, June 10, 2024, at 7:02 p.m. Upon roll call the following members responded:

Mayor Joshua Fuller

Vice Mayor Isaac Salver	Council Member Stephanie Bruder
Council Member Teri D'Amico	Council Member Molly Diallo
Council Member Eric Rappaport	Council Member Robert Yaffe

1. **Consideration** and **Approval** of a Resolution regarding a Separation Agreement for Town Manager Maria Lasday. Enclosed is a copy of the proposed Separation Agreement.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A SEPARATION AGREEMENT BETWEEN MARIA LASDAY AND THE TOWN OF BAY HARBOR ISLANDS; AUTHORIZING THE MAYOR TO EXECUTE THE SEPARATION AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

Council Member Bruder introduced the item, and Council Member Yaffe seconded the motion.

Town Attorney Geller noted a minor adjustment related to accrued personal and sick time. Council Member Yaffe referred to Page 3, Section B of the agreement, which addresses accrued sick leave, vacation, and personal leave. HR Director Shaun Gelvez explained that the $1,200 worth of personal days had not been included in the calculation. No motion was made to add this amount to the agreement.

Mrs. Gelvez stated that according to the Personnel Manual, sick and vacation time are paid out at 50%, but the $45,200 in the agreement reflects 100% payment. Town Attorney Geller clarified that the Personnel Manual does not

apply to Charter employees. He further explained that the amount in the agreement was negotiated directly, with the separation being the result of mutual agreement. He added that the agreement was drafted with the help of the outgoing Town Manager's legal counsel, Carmen Rodriguez, and himself.

Council Member D'Amico asked who proposed the agreement. Town Attorney Geller responded that the agreement resulted from joint negotiations; it is neither a termination nor a resignation, but a separation by mutual agreement.

Council Member D'Amico then asked Mrs. Lasday if today was her last day and whether there would be a transition period. Town Attorney Geller clarified that Mrs. Lasday had expressed willingness to work a little longer, but some Council Members preferred an immediate transition once the decision had been made.

Mrs. Lasday confirmed that she would be happy to assist.

Council Member D'Amico expressed concern that Mrs. Lasday was involved with the bridge projects. Mrs. Lasday reassured the Council, stating that elected officials, consultants, the Town Engineer, and the Deputy Town Manager would take over responsibility for the bridge projects.

PUBLIC COMMENT

Linda Zilber, of 1231 95th Street, attended via Zoom and expressed her gratitude to Maria Lasday for all the time she dedicated to the Town. She also wished her the best in her future endeavors.

PUBLIC COMMENT CLOSED

ACTION: Council Member Bruder made a motion to approve the Separation Agreement. Council Member Robert Yaffe seconded the motion, and it passed unanimously on a poll vote.

Council Member Bruder recommended that Mrs. Lasday continue providing assistance on a part-time basis during the transition, especially with the bridges, as she has the most knowledge in this area.

Mayor Fuller asked Mrs. Lasday if she would be open to this idea, to which she responded that she would be available if the Town needed her. She also expressed her gratitude for the past four years of working with the Town.

Council Member Yaffe proposed that the Town consider hiring Mrs. Lasday as a part-time consultant, while Council Member Rappaport suggested she work as an external consultant. Mayor Fuller indicated that he would like the Town Attorney to draft an agreement for bringing Mrs. Lasday on as a consultant. Town Attorney Geller confirmed he would prepare the agreement. The Council

then thanked Mrs. Lasday for her service, and she, in turn, thanked them for their support.

2. **Consideration** and **Approval** of a Resolution appointing an Interim Town Manager.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPOINTING AN INTERIM TOWN MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

Town Attorney Geller mentioned that one or two Council Members might want to propose a slight amendment to the Resolution.

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

Vice Mayor Salver proposed an amendment to appoint Jenice Rosado as Interim Town Manager. Council Member Yaffe seconded the motion.

Council Member Bruder proposed an amendment to increase Mrs. Rosado's base salary by 15%, as compensation in accordance with the Employee Personnel Manual. Council Member Yaffe seconded the motion.

Council Member D'Amico suggested an amendment to provide a contract within three (3) months to demonstrate the Council's commitment to hiring Mrs. Rosado as the permanent Town Manager.

Vice Mayor Salver clarified that the purpose of the appointment was to ensure the Town has an Acting Manager in place at this time.

Mayor Fuller pointed out that the agenda item specifically addressed the appointment of an Interim Town Manager. Since public notice had not been provided regarding the permanent Town Manager position, he preferred to have the issue of offering Mrs. Rosado the permanent position properly noticed for a future meeting.

Town Attorney Geller explained that the Council was addressing the appointment of an Interim Town Manager, which could last indefinitely, not an Acting Manager. If the Council prefers, an additional item could be added to the next agenda to discuss the negotiation and appointment of Jenice Rosado as the permanent Town Manager. It was the consensus of the Council to include the item for discussion of Mrs. Rosado as the permanent Town Manager at the next meeting.

ACTION: The motion by Vice Mayor Salver to appoint Jenice Rosado as Interim Town Manager, seconded by Council Member Yaffe, passed unanimously on a poll vote.

Vice Mayor Salver mentioned the appointment of Mike Mesa as Assistant Town Manager. It was clarified that the Town Manager handles staff appointments, and Mr.

Mesa already holds this position.

ADJOURNMENT:

There being no further business the meeting adjourned at 6:48 p.m.

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

Town of Bay Harbor Islands

Budget Workshop Meeting
MINUTES
June 18, 2024
6:00 PM
Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

TOWN OF BAY HARBOR ISLANDS
MINUTES OF A TOWN COUNCIL BUDGET WORKSHOP

A Town Council Budget Workshop was held on Tuesday, June 18, 2024 at 6:02 p.m. Upon roll call the following members responded:

Mayor Joshua Fuller
Council Member Stephanie Bruder
Council Member Teri D'Amico
Council Member Molly Diallo
Council Member Eric Rappaport
Council Member Robert Yaffe

Vice Mayor Isaac Salver was absent.

PUBLIC COMMENT

1. **Discussion** regarding the tentative millage to be advertised via the Notice of Proposed Taxes to be mailed by Miami-Dade County Property Appraiser. There is no recommendation as the item is to discuss the tentative millage to be advertised.

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

   PUBLIC COMMENT

   Frances Neuhut, 1060 Kane Concourse, came forward and addressed the Council.

   PUBLIC COMMENT CLOSED

2. **Discussion** and **Review** of the Town of Bay Harbor Islands Proposed Budget for Fiscal Year 2024-2025. A brief overview will be presented by the Interim Town Manager and the Finance Department.

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

Town Manager Rosado presented the proposed FY 2024 budget, which includes a millage rate of 3.1728 mills, based on the Property Appraiser's estimates from June 1st. The preliminary taxable value is $2 billion. The proposed millage rate is the same as last year. At this rate, the Town is projected to generate $286,000 in revenue. Mrs. Rosado then explained how the taxes are allocated and how the Town uses its tax dollars. The majority of the funds are directed toward parks and recreation, public transportation, public buildings, finance, the Town Manager's Office, IT Department, Town Clerk's Office, Town Council Department, Legal Department, and Human Resources. Department Directors were instructed to cut 15% from their budgets. No significant changes were made to the Town Council's budget, except for additional funds allocated to cover travel expenses for Council Members to Washington, D.C., and Tallahassee to seek grant funding.

To achieve savings, professional services, promotional activities, and travel were reduced across all departments. The positions of Executive Assistant to the Town Manager and Communication Specialist were eliminated. Cuts were also made in the Finance Department's budget for scanning, printing, and binding. Employees are being cross-trained, and duties are being consolidated to reduce personnel. Software improvements are being made to facilitate online payments. Additionally, the budget for artificial intelligence cameras, professional services, and other expenses were eliminated. In the Human Resources Department, health insurance premiums are expected to increase by 10-12%, a time clock system will be implemented, and a new HR Clerk has been hired. There were no significant changes to the Legal Department. The Public Works Department's budget now includes funding for rental space to store equipment, vehicles, and supplies due to the upcoming demolition of Town Hall.

Town Manager Rosado also noted that the Law Enforcement Department has contractual obligations for merit and cost-of-living increases, which were negotiated for the next two years. The department's budget for professional services was reduced, and items such as uniforms, training, and new bicycles were removed. Two (2) PSA positions approved by the Council were added to the budget, and the Crime Analyst position was reclassified to Code Compliance Manager. A part-time attendant position, along with cuts to the operating budget for services and programming, were eliminated from the Parks and Recreation budget. Additionally, a Maintenance Worker position was removed from the Street and Parkway Department, and holiday lights were moved from the Causeway Fund to the General Fund.

In the Public Transportation Department, the On-Demand service through Freebee will continue. This service is partially funded by grants, with the Town's match coming from CITT funds, which have been extended through June 2025. The shuttle bus service has been eliminated due to underutilization.

A Special Revenue Fund was created to account for restricted revenues and expenses associated with the Building Department, which will continue to invest in building licensing software and fees with Central Square.

The Parks Impact Fee Fund will continue to follow Town Ordinance No. 784.

Regarding the Bright Paths program, the Town was awarded $320,000 from the Children's Trust for summer and after-school programs, with an additional $276,000 contributed by the Town. These funds are used for salaries, programming, and related expenses. A request for additional funds has been made to the Trust, and a response is pending.

Council Member Bruder asked if the budget would be balanced after the cuts. Town Manager Rosado confirmed that the budget is $680,000 from being balanced. Council Member Bruder expressed concern that there may not be enough funds for emergencies, such as a hurricane, and suggested finding additional cuts to avoid using reserves. She recommended applying for an emergency line of credit, as FEMA will reimburse emergency expenses.

Council Member Yaffe inquired about the impact of reallocating Causeway Fund dollars in the budget. Town Manager Rosado explained that the reallocation began last year and has had an impact. When seeking state and federal funds, it is crucial to comply with all regulations. She emphasized the goal of achieving a balanced budget that builds reserves rather than relying on reserved funds. She will return to the Council with additional cut options, as requested.

Mayor Fuller suggested cutting an additional $750,000 from the budget.

Council Member Yaffe reminded the Town Manager that the goal is to maintain the level of services provided to residents, without sacrificing important programs and events.

Council Member Bruder emphasized the importance of safety, programming, events for all age groups, and maintenance. Town Manager Rosado assured the Council that careful consideration was given to maintaining residents' quality of life during the budget cuts.

Council Member Diallo asked if a person would be hired to assist in pursuing grants, as discussed at the Council Retreat. Town Manager Rosado explained that a hiring freeze was in place. However, a new employee in the Police Department with significant grant experience, along with another employee in the Finance Department with expertise in grant management, would provide better in-house grant support. There may still be a need for specialized consultants for certain grants.

Council Member D'Amico expressed concern that there may not be enough funds, noting that the millage rate has only decreased. She pointed out that

other neighboring cities, except for Bal Harbour, have higher millage rates and expressed concern about the bridge project and potential emergency situations.

Council Member Rappaport discussed the cost of a tax increase and suggested raising the millage rate if no additional cuts could be found.

Council Member Diallo recalled comments from the Miami-Dade County Property Appraiser about considering a reduction in the millage rate to help residents cope with the rising cost of homeownership.

Council Member Bruder stated she was not in favor of raising the tax rate, given the high costs of hurricane and flood insurance and the overall high cost of living, especially for residents on fixed incomes.

Council Member Yaffe indicated he preferred to maintain the current millage rate, but the issue of a tax increase could be revisited after reviewing the proposed cuts and evaluating their impact on services and activities for residents.

Council Member Bruder mentioned receiving calls from residents in older condominium buildings who had received large assessments.

Mayor Fuller emphasized the need to find alternative ways to balance the budget without cutting essential services or burdening residents with additional taxes, especially given new state laws regarding reserves and assessments that will affect condominium owners.

Council Member Bruder noted that the Town's financial situation is expected to improve next year once new developments come online.

3. **Discussion regarding additional workshops (if necessary) and the dates and times for the Budget Hearing to adopt the millage rate and proposed budget.**

The first Budget Public Hearing is tentatively scheduled for September 12, 2024, at 6:00 p.m., and the second Budget Public Hearing is tentatively set for September 26, 2024, at 6:00 p.m. These dates are pending confirmation by the Town Council.
Council Member Bruder made a motion to approve the item, which was seconded by Council Member Yaffe.

The Council reached a consensus to schedule the first Budget Public Hearing for September 11, 2024, at 6:00 p.m., provided there are no conflicts with Miami-Dade County or School Board Budget Public Hearings. The second Budget Public Hearing will take place on September 26, 2024, at 7:30 p.m., with a backup date of September 30, 2024, at 6:00 p.m.

Town Attorney Geller introduced Jacob Elberg, an associate from his firm, who

will be assisting him.

ADJOURNMENT:

There being no further business the meeting adjourned at 6:48 p.m.

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

Town of Bay Harbor Islands

Special Town Council Meeting
MINUTES
June 24, 2024
6:00 PM
Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

A Special Council Meeting was held on Monday, June 24, 2024 at 6:02 p.m. Upon roll call the following members responded:

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

Council Member Rappaport was absent.

DISCUSSION

1. **Discussion** and **Possible** action regarding community services, FY 24-25 proposed budget.

   Town Manager Rosado reported that staff was tasked with reducing the budget by $750,000. As part of this effort, the YMCA (referred to as "Y") submitted a proposal for consideration as a cost-saving measure. The proposal outlines youth-focused programs, including summer camps, day camps, afterschool activities, and other services, which would result in savings of approximately $682,000. Of that savings, $162,000 would cover operating expenses, and $500,000 would come from personnel costs. The proposal also includes a two-tier payment system, offering a reduced rate for Town residents and a higher rate for non-residents. The YMCA would manage all aspects of the program, including staffing, background checks, and other necessary services.

   Council Member Yaffe clarified that after the June 10th Budget Workshop, the budget deficit was reduced to $750,000, which led the Council to seek additional savings. He emphasized that the Council did not want to raise taxes, so finding ways to save money became a priority.

   Council Member Bruder explained that staff had been given combined responsibilities to achieve savings, which contributed to reducing the initial $3 million deficit. Town Manager Rosado added that positions had been

consolidated, and the goal was to achieve more with fewer resources. Council Member Bruder inquired whether the YMCA proposal included senior programs. Town Manager Rosado confirmed that the proposal did not, although the YMCA does offer some senior services. The proposal specifically focuses on youth services, summer camps, afterschool programs, and similar activities.
Council Member Bruder clarified that the senior programs would not be affected by the proposal and would remain unchanged. Town Manager Rosado affirmed that the senior program budget would not be impacted.

Mayor Fuller explained that the Council is considering the YMCA proposal as a way to address the budget deficit. The goal is to avoid raising taxes or increasing the millage rate.

In light of this, staff looked into the YMCA's programming, and the financial projections appeared reasonable. Senior programs would not be negatively impacted, and there may even be an opportunity to enhance them. Over the past year or two, many parents have expressed concerns about the quality of the services for children. The YMCA proposal provides an opportunity to improve those programs, offering children more services for less cost while potentially solving several budget challenges.

Council Member Bruder requested that Town Manager Rosado try to find opportunities to reassign as many Community Center staff members as possible to other Town positions. Council Member Yaffe suggested exploring the possibility of the YMCA hiring some of the affected employees. Town Manager Rosado responded that the YMCA proposal includes offering part-time positions to some Community Center staff, with 25 hours per week and up to 35 hours per week during the summer months. Mayor Fuller asked the Town Manager to review the budget and look for ways to minimize the impact on affected employees, if possible.

Vice Mayor Salver stressed the importance of considering staffing and salaries, especially for long-time Town employees who have worked hard for the community. He asked Town Manager Rosado if anything could be done to retain vital Community Center staff if the YMCA proposal is accepted. He also pointed out that, in light of the town's $260 million bridge project, of which only a small percentage is currently funded, the Town must carefully consider the budget. Additionally, the Police and Administration are currently operating out of trailers, and the Town Hall project, which could cost $40 million or more, has not yet been fully budgeted. The Town faces an unfunded mandate of approximately $300 million in necessary projects.

Council Member Yaffe announced a public meeting about the bridge project, scheduled for later this evening at 6:30 p.m. at the Community Center. At this meeting, professionals will present details about the project and potential funding options.

Council Member Yaffe also mentioned that, since senior programs will be retained along with other activities at the Community Center, certain personnel

must remain for the programs not covered by the YMCA. Town Manager Rosado stated that she would look into reassigning as many affected staff members as possible to other Town positions.

PUBLIC COMMENT

Lydia Vieira, residing at 9370 East Bay Harbor Drive, asked if the senior events that have been popular would be discontinued. The Council assured Ms. Vieira that no changes would be made to the senior programs.

Mayor Fuller mentioned that discussions are ongoing with the YMCA about the possibility of reciprocal access. While the current program is only for children, they are working on arrangements to allow seniors and other residents to receive either discounted rates or free access to other YMCAs in the network.

Frances Neuhut, from 1060 Kane Concourse, expressed concerns, stating that Surfside has a similar program with the YMCA. She mentioned that Surfside has a swimming pool and parks, which Bay Harbor Islands does not have, and suggested that these facilities should be shared with the Town. Mrs. Neuhut also raised points about taxable values, suggesting that the Town should keep the same 3.1728 millage rate, as developers have not provided parks. She referenced how Bal Harbour relocated their Church by the Sea, kept real estate values the same, and lowered taxes in the area.

In response to Mrs. Neuhut's comments on parks, Council Member Yaffe clarified that Bay Harbor Islands has several parks, including a Tot Lot on the West Island, a park on 98th Street, and the 92nd Street Park, which is being expanded. Additionally, the developer of the 1177 Kane Concourse building deeded a lot to the Town, along with $500,000 to develop a waterfront park, which is currently in progress. The seawall repair is nearly complete, and the Town is collaborating with FIU on the park's design, which will be a facility exclusively for Town residents. Contrary to Ms. Neuhut's claims, the Town has always had parks.

Vice Mayor Salver added that Bay Harbor Islands has no entitlement to Surfside's Town Hall, community center, or pool facilities. Surfside constructed those facilities with its own funding, and the Council there has decided that those amenities are available only to Surfside's residents. The Town has an interlocal agreement with Miami Shores for cross-use of certain facilities, but Surfside is under no obligation to share their privately funded facilities with Bay Harbor. Regarding the millage rate, he explained that the Town's taxable value increased from approximately $1.9 billion to $2 billion in the current fiscal year. If the Council decides to maintain the same millage rate, it will have to be advertised as an increase in the tax rate.

Council Member D'Amico reminded residents that they can still use Miami Shores' water facilities and pool for free, as the Town pays for its residents to use the facilities in Miami Shores.

Council Member Bruder clarified that with a taxable value of $2 billion, Bay Harbor Islands receives a small portion of that amount. With the same millage rate, the Town

is expected to collect about $286,000 more annually. The cost of living affects the Town's budget, and the Council is working to balance it. She reiterated that the senior programming will not be affected. She also mentioned that the budget situation is expected to improve next year, as new properties come online and will contribute to the tax base. Regarding private parks, Surfside has no obligation to share the parks they privately funded. The upcoming kayak and paddleboard launch park is a Bay Harbor Islands park, funded by the Town, and is exclusively for residents of Bay Harbor Islands. Surfside, Bal Harbour, and others will not have access to it.

Patricia Warner, from 9111 East Bay Harbor Drive, criticized the short notice of the meeting and the lack of input from parents and others affected by the YMCA proposal. She also noted that there was no comparison provided regarding current versus future program fees. As a taxpayer, she expressed disappointment in not having access to the budget to offer feedback on potential cuts. Additionally, she questioned the mold issue at the Town Hall and the associated costs, including the cost of trailers used to house employees.
Vice Mayor Salver explained that one budget meeting had already been held and that the Town Council could call additional budget workshops at any time. The County requires at least two full budget hearings, and this meeting was a preliminary step. The original budget workshop, which was advertised in advance, revealed that significant changes were needed. All residents are notified of these hearings and can provide input. He reassured everyone that the quality and quantity of services offered, including senior programming, will remain unchanged, or improved.

Council Member Bruder clarified that the Town Hall building not only has mold problems but also issues with ground seepage due to poor construction. The building is currently empty and lacks air conditioning. Funds have been allocated to address these issues.

Council Member D'Amico left the meeting at 9:31 a.m. to attend the Surfside Memorial event.

Council Member Yaffe explained that the new Town Hall is mostly funded, with money set aside from the sale of Transferable Development Rights and other sources over the years.

Ms. Warner questioned the mention of unbudgeted costs up to $40 million. Council Member Yaffe responded that this figure includes projects like the new Town Hall and the bridge replacement, which costs $250 million. He added that the Mayor, Council Member Bruder, and Town Management have been working diligently to secure funding from Tallahassee.

ADJOURNMENT:

There being no further business the meeting adjourned at 7:02 p.m.

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

Town of Bay Harbor Islands

Special Town Council Meeting

MINUTES
July 8, 2025
7:00 P.M.
Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Salver called the meeting to order at 7:03 p.m.

Pledge of Allegiance

The Pledge of Allegiance was recited.

Roll Call of Members

Town Clerk Pomales called the roll with the following members present:

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

Absent: Vice Mayor Stephanie Bruder and Council Member Eric Rappaport.

Absent: Vice Mayor Stephanie Bruder; Council Member Eric Rappaport.

Requests for Withdrawals, Deferments and Future Agenda Items:

Council Member Yaffe requested that a discussion item be placed on a future agenda regarding permitted uses in the business district. He stated he had been contacted about a potential beauty lab or wellness spa concept on Kane Concourse and noted a possible issue concerning whether certain procedures might require medical supervision and whether that would implicate medical office use. He had shared the information with the Town Manager and made it available to any Council Members who wished to review it.

Council Member Teri D’Amico asked whether the potential use would be on the first floor or the second floor.

Council Member Fuller requested that the regularly scheduled August 13, 2025, Council meeting be considered for rescheduling due to his inability to attend that date. He stated the Council has historically made efforts to coordinate schedules so all members can attend when feasible. He suggested moving the meeting to August 11, 2025, and noted that the League of Cities ethics training would occur the following morning, creating a scheduling conflict for attendees.

Mayor Salver stated the Town typically meets on the second Wednesday and indicated the date had not yet been published.

The Town Manager confirmed the date was not published at that time.

Mayor Salver stated the matter would be handled offline by polling members and that, for the time being, the date would remain August 13, 2025.

Public Comment

Mayor Salver opened the floor to public comment.

The following individuals from the public spoke:

Dave Sanchez stated concerns regarding short notice of the special meeting, noting it was announced shortly before the July Fourth holiday when Town Hall was closed, and staff may have been unavailable. He stated the agenda topic was significant and difficult for the public to evaluate on short notice. He stated concerns and questions regarding the proposed private school at the Church by the Sea property near the police station, including questions about whether the organization would be tax exempt, whether a lease was already in effect, which portion of the property would be used, and the nature of any obstruction to the police station. He asked whether the issue was parking, road blockage, or a traffic plan, and whether any traffic plan was new or previously approved.

Fran Neuhut stated objections and concerns about the proposed school. She referenced prior Town approvals and documents in the meeting packet, discussed signage and prior communications relating to sign ordinance interpretation, and questioned why the Town would accept additional tax-exempt uses. She questioned the applicant’s track record, accreditation, staffing qualifications, the proportion of students from Bay Harbor Islands, and impacts on congestion and parking.

Council Member Fuller clarified on the record that he did not sponsor the school and that the special meeting was called to address public safety concerns prior to any school opening.

Kathleen Kennedy stated she wanted to know who initiated the proposal and whether traffic and safety studies were conducted. She expressed concerns about traffic congestion, emergency response, and the proximity to the temporary police station. She raised concerns regarding hurricane conditions, drop off and pickup logistics, and the effect on residents including seniors traveling for appointments. She stated she intended to contact the media to investigate the matter unless reassured by Council Members.

1. Discussion and Possible action regarding the proposed school obstructing the entrance to the police station and associated traffic plan. Sponsored by Council Members Joshua Fuller and Molly Diallo.

Mayor Salver asked whether the item originated from the police department.

Town Manager Noel stated it did not originate from the police department. He then read a statement on behalf of Vice Mayor Bruder into the record. The Vice Mayor's statement indicated she received numerous inquiries from residents regarding the proposed kindergarten through eighth grade school adjacent to the police department with an expected enrollment of approximately 80 students and concerns about emergency response times and traffic congestion. The Vice Mayor requested answers to questions including whether the school was approved or licensed by the Department of Children and Families, the parking and traffic management plan, points of entry and exit, and when planning for the relocation or establishment began.

Council Member Fuller stated he brought the agenda item and Council Member Diallo co-sponsored. He stated the Council received a letter from the applicant's law firm indicating the school intended to open and that the Council had limited notice.

Mayor Salver stated he was aware of the application approximately one week earlier than other members.

Council Member Fuller stated his concern was public safety due to the school's location directly across from the temporary police station and the possibility that vehicles, buses, or pedestrians could obstruct police vehicles entering or exiting the station during emergencies. He stated the purpose of the item was not to debate whether a school was appropriate but to ensure there would be no obstruction of police operations.

Town Manager Noel stated that on June 30, 2025, the Building Department received an application for a business tax receipt from an entity identified as Student of Life, with a proposed use listed as a nonprofit religious Jewish day school at 1045 95th Street. He stated the application listed an initial lease term of one year, a ground floor premises area of approximately 8,932 square feet, dedicated on site parking identified in an exhibit, an estimated 25 employees, and hours of operation Monday through Friday from 8:00 AM to 5:00 PM. He stated the applicant provided a letter to the Town Attorney indicating an intended maximum of 80 students in grades prekindergarten through eighth grade and a need to open for the 2025 school year. He stated the B1 district does not generally permit private schools under the Town Code, and the applicant asserted state law preemption under Florida Statute 1002.42 subsection 9.

Town Manager Noel stated he met with the Interim Chief of Police to discuss concerns. Topics included drop off and pick up points of entry, school timing, resources dedicated to the school, potential collaboration on safety drills, signage such as no stopping or standing, and police response time impacts. He stated the Police Department's typical response times and referenced Florida Statute 316.126 regarding yielding to authorized emergency vehicles. He also noted the Building Official would need to inspect the premises for life safety and building code requirements, including means of egress and related safety elements.

Ben Fernandez, attorney for the applicant, addressed the Council. He stated the applicant is referred to as SOULFL, an acronym for Student of Life Florida. He stated the school is not primarily a religious school, though it has religious origins. He introduced individuals associated with the applicant, including Adam Newman participating via Zoom, and stated Adam Newman's wife Rebecca Newman founded the school and has operated similar schools in New York. He also referenced local school leadership and a transportation consultant. He stated the school's current enrollment was 79 students and the application sought a maximum of 80 students. He stated the location was intended to be temporary while the applicant pursued a permanent location in El Portal.

Adam Newman, participating via Zoom, thanked the Council and stated the applicant intended to be a good partner to the Town. He stated the applicant would request to pay taxes and support the Town. He described staggered arrival and dismissal to limit simultaneous vehicles, and stated no staff would park on site, with staff parking intended to be arranged off site. He stated the prior location in Sunny Isles was a pilot and could not accommodate the expanded enrollment. He stated the applicant expected to remain in the temporary location less than half a year while construction proceeds for the permanent location.

Council Member Yaffe asked about the Sunny Isles location and why the school could not remain there.

Adam Newman stated the Sunny Isles site could only accommodate a smaller number of students and the school had expanded. Council Member Yaffe also raised concerns about communication and stated future correspondence should be directed to the Town Manager with copies as appropriate.

Ben Fernandez described a proposed traffic plan including staggered drop off and pickup times, with right turn in and right turn out circulation, and an on-site traffic person to manage queuing and loading and unloading. He stated timing was selected to avoid conflict with Ruth K Broad K8 School drop off times.

Council Member Fuller reiterated that the core issue was preventing any obstruction of the police station entrance and operations.

Council Member D'Amico stated concerns about the speed of the proposal and stated the materials provided did not include sufficient evidence supporting traffic and life safety representations. She questioned outdoor activity needs for children and building code compliance.

Town Attorney Johnson clarified on the record that the matter was a school application, not a religious institution, and stated the Town intends to hold the applicant to representations made in the applicant's letter and business tax receipt materials, including that the site would not operate as a place of worship or allow the public to attend religious services. He also stated all communications should be directed to the Town Manager.

Council Member Diallo stated she co sponsored the item due to public safety concerns and also due to traffic congestion issues affecting residents and families. She stated she supports a plan that minimizes traffic impacts and suggested further discussion of timing adjustments.

Town Manager Noel stated additional operational and public safety considerations would be reviewed by administration and that a decision would not be made that evening regarding the operational details.

A motion was made by Council Member to direct the Town Attorney to take any action deemed necessary by the Town Manager, in consultation with the Interim Chief of Police, including litigation if necessary, to ensure that the proposed school does not in any way obstruct public safety or police operations related to traffic and access at the temporary police station and for the Town Manager and Interim Chief of Police review and evaluate the applicant's plan and determine whether the plan

sufficiently prevents obstruction and avoids additional costs to the Police Department, seconded by Council Member Yaffe. The motion carried with a 5-0 vote with Vice Mayor Bruder and Council Member Rappaport absent.

2. Discussion and Possible action authorizing the Town Manager to engage special counsel for the procurement and development of the Town Municipal Complex, not to exceed $75,000. Sponsored by Council Member Joshua Fuller.

Council Member Fuller stated the purpose was to support a large project and to provide additional specialized legal support.

Council Member D'Amico stated she previously discussed the matter with the Town Attorney and supported engaging special counsel to guide the Town through the process.

Town Attorney Johnson stated the Town welcomes the additional help and emphasized the importance of selecting special counsel with demonstrable experience.

A motion was made Council Member Fuller to authorize the Town Manager to engage special counsel for the procurement and development of the Town municipal complex, seconded by Council Member D'Amico. The motion carried with a 5-0 vote with Vice Mayor Bruder and Council Member Rappaport absent.

3. Discussion and Possible action authorizing the Town Manager to issue the appropriate solicitations for the design and development of the Town Municipal Complex. Sponsored by Council Member Joshua Fuller.

Mayor Salver requested that the Council receive a courtesy copy of the solicitation language for the principal design and build components for review and comment.

Town Attorney Johnson stated solicitations should be coordinated with special counsel as soon as possible to ensure the process is conducted correctly.

A motion was made by Council Member Fuller to authorize the Town Manager to issue the appropriate solicitations, seconded by Council Member D'Amico. The motion carried with a 5-0 vote with Vice Mayor Bruder and Council Member Rappaport absent.

Adjournment

A motion to adjourn the meeting was made at 8:31 p.m.

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

Town of Bay Harbor Islands

Regular Town Council Meeting
MINUTES
February 11, 2026

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Vice Mayor Bruder called the meeting to order at 7:00 p.m.

Pledge of Allegiance

Paz Torrent and Charo Torrent from Ruth K. Broad K-8 Center provided the pledge of allegiance.

Roll Call of Members

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

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

Absent: Mayor Isaac Salver.

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

Special Presentations:

1. Police Chief Alvarez introduced the new hires for the Police Department:
   - Certified Police Officers Braxton McClams and Richard Jones.
   - Public Service Aides Gabriel Monteagudo and Gabriela Bargas (transfer from Dispatch to PSA.
   - K9 Ginger

Town Manager Noel introduced the employees of the months for September 2025, October 2025, November 2025 and December 2025:

- September 2025: Maddiel Borrego
- October 2025: Doralbys Munoz
- November 2025: Merle Sardina
- December 2025: Kelly Guerra

Town Manager Noel introduced the employee of the year for 2025.

- Ayanidys Martinez

Council Member Yaffe introduced Judge Kevin Hellman who is a candidate for election this year.

Honorable Judge Hellman provided a biography of himself and introduced himself to the council and the public.

Requests for Withdrawals, Deferments and Future Agenda Items:

Council Member Fuller pulled the January 14, 2026 Regular Town Council Meeting Minutes for minor changes and will provide those changes to the Town Clerk and move the minutes to the March council meeting.

Council Member D'Amico moved item 24 (Discussion and possible action to allow the public to use the Policy Gym located at the Community Center) up on the agenda.

Town Manager Noel deferred item 19 (Discussion and possible action approving a resolution waiving competitive bidding for solid waste collection services) to the March town council meeting.

Town Manager's Report:

Town Manager Noel provided his report and discussed the events he attended and the upcoming events. He congratulated the employees of the months and the new hires.

Council Reports:

Council Member D'Amico commented on proposed logo concepts, stating that the current options were difficult to read and needed to work in black and white. She also reported on discussions regarding Live Local legislation, including concerns about home rule, barrier islands, and impacts on smaller municipalities. She further asked for an update on proposed traffic changes near 96th Street and the church, and raised concerns that the Town had not successfully coordinated the recent art festival with the school. Town Manager Noel responded that staff had repeatedly attempted to reach the school by

email, in person, and through follow-up efforts, but did not receive meaningful cooperation. Council discussion followed regarding the need for improved liaison efforts and communication with the school community.

Council Member Yaffe reported on recent Florida League of Cities legislative advocacy efforts in Tallahassee, including discussions with state legislators concerning municipal revenue sources, business tax receipts, and home rule issues. He also reported on attendance at the Miami-Dade County League of Cities meeting and noted the opening of a new art gallery in Town.

Council Member Fuller also reported on legislative advocacy efforts, emphasizing the importance of municipal home rule. He commended staff and police for their work on the art festival, reported on progress toward an artificial reef project, stated his dissatisfaction with the proposed logo options, requested a status update on west island security gates, and advised that County Commissioner Micky Steinberg was pursuing a County ordinance change to reduce the distance for enforceable noise complaints from 100 feet to 25 feet. Town Manager Noel confirmed that he had also expressed Town support for that effort.

Council Member Rappaport reported on travel to Israel and execution of a sister-city agreement with the Eshkol Region, stating that a fuller report would follow when the Mayor returned. He also raised local concerns regarding drivers using west island side streets as cut-through routes during congestion and requested improved signage. He additionally warned about third-party websites appearing in internet searches for utility bill payments and urged residents who may have been affected to contact the Town. Town Manager Noel stated that the Town's IT staff was working with vendors to try to shut down fraudulent or misleading sites and that police could take reports if residents had been scammed.

Council Member Diallo thanked the police department, referenced attendance at the League of Cities dinner and the art festival, welcomed a judicial guest, and announced upcoming Town events including a 5K and a senior dinner.

Vice Mayor Bruder thanked staff member Alan for his response to an accident involving a light pole, criticized simultaneous road closures on East and West Bay Harbor Drive that caused traffic problems, congratulated staff regarding the Children's Trust program, raised concerns about nails in the roadway from construction sites, and commented on art festival attendance, stage placement, vendor participation, and programming.

Town Manager Noel and Council Members discussed ongoing construction-site enforcement and possible adjustments for future festivals, including more consistency, more food options, stronger programming, and additional coordination with the business district.

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:
Dave Sanchez spoke regarding GovWell item versus citizen serve and the pros and cons of GovWell and provided examples.
Kathleen Kennedy wished everyone a happy Black History Month. Valentine's Day, seniors programming, and community center staff; raised concerns about basketball activity after 9:00 p.m.; criticized holiday decorations; thanked staff for beautification efforts; warned that conditions at the Indian Creek Bridge were dangerous; and alleged that construction barges were polluting nearby waters. She also thanked staff generally.

John Corral spoke regarding Terra Group project and the issues that continue with that site.
Linda Zilber thanked the Council for all their hard work and wished everyone a Happy Valentine's Day.

Minutes:

2. Approval of Minutes for the following meeting dates: January 4, 2024 Regular Town Council Meeting Minutes; February 21, 2024 Regular Town Council Meeting Minutes; April 10, 2024 Organizational Town Council Meeting Minutes; April 10, 2024 Regular Town Council Meeting Minutes; January 14, 2026 Local Planning Agency Meeting Minutes and January 14, 2026 Regular Town Council Meeting Minutes.

A motion was made by Vice Mayor Bruder to approve the minutes for the following meeting dates January 4, 2024 Regular Town Council Meeting Minutes; February 21, 2024 Regular Town Council Meeting Minutes; April 10, 2024 Organizational Town Council Meeting Minutes; April 10, 2024 Regular Town Council Meeting

Minutes; and January 14, 2026 Local Planning Agency Meeting Minutes, seconded by Council Member Fuller. The motion carried with a 6-0 vote with Mayor Salver absent.

Council Member Fuller pulled the January 14, 2026 Regular Town Council Meeting Minutes and deferred them to the March council meeting in order to provide Town Clerk Herbello with the revisions.

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, seconded by Council Member D'Amico. The motion carried with a 6-0 vote with Mayor Salver absent.

3. Consideration and approval of a resolution to enter into a three year agreement with GOVWELL for permitting and case management platform.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF A CONTRACT FOR DEPLOYMENT SERVICES, DATA MIGRATION SERVICES & ONGOING SUPPORT BETWEEN GOVWELL TECHNOLOIGIES, INC. AND THE TOWN OF BAY HARBOR ISLANDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Council Member Fuller requested to defer this item. No date certain was provided.

4. Discussion and approval of a resolution authorizing the Town Manager to direct KCI to perform Stormwater Impact Fee Analysis as outlined in the attached Task Order.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING KCI TECHNOLOGIES, INC. TO PERFORM STORMWATER IMPACT FEE ANALYSIS IN ACCORDANCE WITH THE TOWN'S AGREEMENT WITH KCI TECHNOLOGIES, INC.; PROVIDING

FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

5. Consideration and approval of a resolution to update the Building Permit Fees and Zoning Fees - Vice Mayor Stephanie Bruder.

   A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING UPDATED FEE SCHEDULES FOR BUILDING, PLANNING, AND ZONING SERVICES AND APPLICATIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR THE REPEAL OF CONFLICTING FEE SCHEDULES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

   Approved on consent.

6. Consideration and Approval FY 2025-2026 Budget Amendment.

   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.

   Approved on consent.

7. Consideration and approval to purchase mobile barriers (Meridian Rapid Defense Group) to prevent vehicle intrusion during public events.

   A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING OF THE PURCHASE OF MOBILE BARRIERS FROM MERIDIAN RAPID DEFENSE GROUP, LLC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

   Approved on consent.

8. Discussion to approve a five-year agreement with Transcore for maintenance of the BHI Sunpass equipment.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF AMENDMENT NO. 2 TO TOLL SYSTEM MAINTENANCE AGREEMENT WITH TRANSCORE, LP; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

Ordinances on Second Reading:

9. Consideration and approval of an Ordinance on Second reading Comprehensive Plan Text Amendment – Creation of a Property Rights Element and Update to Infrastructure Element. - Town Manager.

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.

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

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

Vice Mayor Bruder opened the floor to public comment.

The following individual from the public spoke:

Fran Neuhut spoke against the ordinance.

A motion was made by Council Member D'Amico to approve the ordinance on second reading, seconded by Council Member Rappaport. The motion carried with a 6-0 vote with Mayor Salver absent.

10. Consideration and Approval of an ordinance on Second 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 - Council Member Robert Yaffe.

    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.

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

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

    Vice Mayor Bruder opened the floor to public comment.

    The following individual from the public spoke:

    Fran Neuhut spoke against the ordinance due to the size of the sign being too small.

    A motion was made by Council Member Yaffe to approve the ordinance on second reading, seconded by Council Member Fuller. The motion carried with a 6-0 vote with Mayor Salver absent.

11. Consideration and approval of an Ordinance on Second reading regarding Sec. 5-5 Construction Site Operations to Require On-Site Changing Facilities, Daily Cleanup, and No-Loitering Policy - Council Member Eric Rappaport

    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

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

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

Vice Mayor Bruder opened the floor to public comment.

The following individual from the public spoke:

Fran Neuhut spoke regarding One Kane Concourse, and the construction is polluting the waters.

A motion was made by Council Member Rappaport to approve the ordinance on second reading, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Mayor Salver absent.

Ordinances on First Reading:

12. Discussion and possible action approving an ordinance on first reading relating to unsafe structures and authorizing emergency assistance when a structure is declared unsafe - Vice Mayor Stephanie Bruder.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY CREATING CHAPTER 5, ARTICLE IV, ENTITLED "UNSAFE STRUCTURES"; PROVIDING FOR EMERGENCY DISPLACEMENT ASSISTANCE; ESTABLISHING PROPERTY OWNER RESPONSIBILITY FOR OWNER-CAUSED OR OWNER-ALLOWED UNSAFE CONDITIONS; AUTHORIZING INTERIM SAFETY MEASURES AND TOWN-PERFORMED ABATEMENT; PROVIDING FOR RECOVERY OF COSTS INCURRED BY THE TOWN, INCLUDING LIENS AND OTHER LEGAL REMEDIES; PROHIBITING STAYS OF ENFORCEMENT BASED SOLELY ON INTENT TO DEMOLISH; PROVIDING TENANT PROTECTIONS; AUTHORIZING ENHANCED REMEDIES FOR REPEAT OFFENDERS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND 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.

Vice Mayor Bruder explained that the item arose after an unsafe-building event in which police officers personally paid for temporary housing because the Red Cross would not assist in a smaller displacement situation. Discussion followed regarding the Town advancing emergency relocation costs and then recovering those costs from responsible property owners.

Council Member Fuller supported the ordinance but offered an amendment regarding demolition authority. He requested that the ordinance expressly require the Town to first seek a declaratory action before any Town-directed demolition, in order to protect the Town from later claims concerning the value of a demolished building.

Town Attorney Johnson restated the amendment for clarity.

A motion was made by Council Member Yaffe to approve the ordinance on first reading, seconded by Council Member Rappaport. The motion carried with 6-0 vote with Mayor Salver absent.

13. Consideration and approval of an ordinance on first reading amending Chapter 10, Article IV titled "Transportation Impact Fee" - Vice Mayor Stephanie Bruder.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING A NEW SECTION 19-70, "TRANSPORTATION IMPACT FEE," TO THE TOWN'S CODE OF ORDINANCES; PROVIDING LEGISLATIVE FINDINGS AND INTENT; PROVIDING APPLICABILITY, PURPOSE, AND DEFINITIONS; PROVIDING FOR THE ESTABLISHMENT OF A TRANSPORTATION IMPACT FEE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING 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.

Vice Mayor Bruder stated that a study had been requested some time ago because the Town’s impact fees lagged behind comparable municipalities and thanked Town Planner Lorraine Bell for bringing the matter forward.

Council Member Fuller supported the measure but cautioned that the legislature was closely scrutinizing municipal impact fees and that the Town should make clear it was simply aligning with customary practices rather than overreaching.

Planner Bell explained that the fee schedules would be attached at second reading and that each category required a separate study.

A motion was made by Vice Mayor Bruder to approve the ordinance on first reading, seconded by Council Member Yaffe. The motion carried with 6-0 vote with Mayor Salver absent.

14. Consideration and approval of an ordinance on first reading amending Chapter 26, titled "Police Services Impact Fee" - Vice Mayor Stephanie Bruder.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ESTABLISHING A POLICE SERVICE IMPACT FEE; PROVIDING FOR A SHORT TITLE; PROVIDING FOR THE IMPOSITION AND CALCULATION OF THE FEE; PROVIDING FOR COLLECTION PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN CODE; 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.

A motion was made by Vice Mayor Bruder to approve the ordinance on first reading, seconded by Council Member Yaffe. The motion carried with 6-0 vote with Mayor Salver absent.

15. Consideration and approval of an ordinance on first reading amending Chapter 26, titled "Park Impact Fee" - Vice Mayor Stephanie Bruder.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ESTABLISHING A PARK IMPACT FEE; PROVIDING FOR SHORT TITLE, APPLICABILITY, AND PURPOSE; PROVIDING DEFINITIONS; ESTABLISHING A METHODOLOGY FOR FEE CALCULATION AND COLLECTION; PROVIDING FOR ADMINISTRATION, CREDITS, EXEMPTIONS, APPEALS, AND 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.

A motion was made by Vice Mayor Bruder to approve the ordinance on first reading, seconded by Council Member Yaffe. The motion carried with 6-0 vote with Mayor Salver absent.

16. Consideration and approval of an ordinance on first reading to codify previously approved uses for the B-1 District - Council Member Joshua Fuller.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE LAND USES PERMITTED OR PROHIBITED IN THE B-1 BUSINESS DISTRICT; AMENDING SECTION 23-5 OF THE ZONING AND PLANNING CODE TO CODIFY THE PREVIOUSLY APPROVED "MEDICAL SPA" AND "AUTOMOBILE SHOWROOM" USES; TO FORMALLY ESTABLISH A SPECIAL USE APPROVAL PROCESS FOR ALL LISTED USES; TO RENUMBER AND REORGANIZE THE SECTION FOR CLARITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING 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.

Council Member Fuller clarified that the measure did not change prior approvals but instead cleaned up numbering and codification issues.

A motion was made by Council Member Fuller to approve the ordinance on first reading, seconded by Vice Mayor Bruder. The motion carried with 6-0 vote with Mayor Salver absent.

17. Consideration and approval of an ordinance on first reading amending the Town's Code of Ordinances related to the land uses permitted or prohibited in the B-1 Business District - Council Member Joshua Fuller

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE LAND USES PERMITTED OR PROHIBITED IN THE B-1 BUSINESS DISTRICT; AMENDING SECTION 23-5 TO FORMALLY ESTABLISH A SPECIAL USE APPROVAL PROCESS FOR ALL LISTED USES; TO RENUMBER AND REORGANIZE THE SECTION FOR CLARITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING 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.

Council Member Fuller and staff noted that the wrong cover sheet had initially been read and corrected the record so the proper ordinance title could be read.

Council Member Yaffe then commented on language concerning legally nonconforming ground-floor uses.

A motion was made by Vice Mayor Bruder to approve the ordinance on first reading, seconded by Council Member Fuller. The motion carried with 6-0 vote with Mayor Salver absent.

Deferred Items:

Town Manager Items:

18. Discussion and Possible Action to approve a design for the Tot Lot Park and authorize the Town Manager to expend up to $240,000 and to make modification to the design as needed.- Town Manager.

    A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF A CONTRACT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT BETWEEN PLAYCORE WISCONSIN, INC. D/B/A GAMETIME AND THE TOWN OF BAY HARBOR ISLANDS; 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 Yaffe explained that the project related to the Tot Lot Park and noted that, at a prior meeting, the developer of One Kane Concourse had agreed to contribute $40,000 toward the park, which would reimburse the Town's general fund when received. He stated that the front portion of the park would remain largely as-is for older children, while the redesigned area would focus on making equipment safer for younger children.

    Council Member D'Amico expressed concern that the visual materials did not clearly convey the proposal.

Council Member Rappaport, speaking as a frequent user of the park with young children, argued that the redesign appeared too heavily weighted toward very young children and reduced play opportunities for older children.

Additional discussion referenced adding swings and other features.

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

19. Discussion and possible action approving a resolution waiving competitive bidding for solid waste collection services - Town Manager.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AN AMENDMENT TO THE RESIDENTIAL SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION AND DISPOSAL SERVICES AGREEMENT WITH COASTAL WASTE & RECYCLING, INC. FOR SOLID WASTE COLLECTION SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE

Town Manager Noel deferred the item to the March Town Council Meeting.

20. Discussion and possible action to enter into an agreement with KC Property or the use of property and parking in Block 11- Town Manager.

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

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

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

A motion was made by Council Member Diallo for discussion purposes, seconded by Council Member Yaffe.

The council by consensus will not agree to renew or sign an new lease with KC property. The resolution was denied.

21. Discussion on an update from the Town Attorney on the bridge grant and how it would affect a possible long-term lease with Sunshine Gasoline Distributors for the motor fuel service station and convenience store located at 1501 Broad Causeway, Bay Harbor Islands, Florida - Council Member Joshua Fuller

Discussion Items:

22. Discussion and Possible Action to Direct the Town Manager to Issue a Request for Proposals (RFP) for Town Attorney Services and to Return to the Town Council with recommendations - Vice Mayor Stephanie Bruder.

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

Vice Mayor Bruder stated that she wanted to review the market and compare service options because she expected the attorney attending meetings to be the same person performing the day-to-day legal work.

Council Member D'Amico agreed that comparison was reasonable and noted the usefulness of receiving a clearer work list from counsel.

Council Member Yaffe cautioned that the process would not be completed by April.

Council Member Fuller stated that he had seen improvement in response time and preferred to continue evaluating the current arrangement rather than immediately issue an RFP.

Town Attorney Ahmand Johnson responded that the firm had already issued a memorandum confirming that he, rather than Skip, would serve as the lead Town attorney going forward, and that Brad Bergman would assist him for continuity.

After discussion, the matter did not proceed to approval of an RFP. The Council elected to continue with the current arrangement and monitor performance rather than move forward immediately with an RFP.

23. Discussion and possible action to advertise for interested members to apply to be part of the Charter Review Committee- Council Member Teri D'Amico.

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

    Council Member D’Amico discussed advertising for interested residents to serve on a charter review committee

    Council Member Yaffe explained that a prior charter and ordinance review committee had successfully generated amendments that later passed and that the committee was intended to be reestablished on a five-year cycle, but prior advertisements had received no response.

    Vice Mayor Bruder suggested advertising in the newsletter.

    Council Member Fuller noted that the primary qualification was willingness to devote substantial time to detailed review.

    Council Member D’Amico stated that she would try to help recruit interested residents.

    The Council reached consensus to advertise in the newsletter and on the website and to bring the matter back in April, with Clerk Herbello noting that appointments would ultimately need to be made by resolution.

24. Discussion and possible action to allow the public to use the Police Gym located at the Community Center - Council Member Teri D'Amico

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

    This item was moved up on the agenda and heard before the consent agenda.

    Town Manager Noel read into the record an item regarding possible public use of the police gym at the community center.

    Town Attorney Ahmand Johnson advised that his understanding was that the gymnasium had been constructed or funded through federal forfeiture funds and therefore must be used exclusively for law-enforcement-related purposes.

    Council Member D’Amico questioned that interpretation and expressed concern that the gym was physically located within the community center and should potentially be available for broader public use.

    Additional discussion reflected concerns that the facility was not ADA-compliant, that police equipment and storage remained in the space, that security issues existed because of access from the rear alley, and that opening the space could create conflicts with Children’s Trust security requirements.

The discussion concluded with consensus that the concept of finding gym space for seniors was worthwhile, but that the police gym was not an appropriate location.

25. Consideration and approval to authorize the Town Manager to procure outside counsel for the pending litigation of 1310 Land Holdings, LLC v. the Town of Bay Harbor Islands - Vice Mayor Stephanie Bruder.

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

26. Consideration and approval of a resolution affirming support for the preservation of the Miami-Dade Urban Development Boundary ("UDB") and urging the Miami Dade County Board of County Commissioners to uphold County Mayor Daniela Levine Cava's Veto of the proposed development outside the UDB - Joshua Fuller.

    A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AFFIRMING SUPPORT FOR THE PRESERVATION OF THE MIAMI-DADE URBAN DEVELOPMENT BOUNDARY ("UDB") AS IT CURRENTLY EXISTS TO PROTECT DOWNSTREAM WATER RESOURCES, INCLUDING THE BISCAYNE AQUIFER, REGIONAL GROUNDWATER SUPPLIES, AND CONNECTED COASTAL WATERS, AS WELL AS THE EVERGLADES, WETLANDS, AND AGRICULTURAL LANDS; URGING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS TO UPHOLD COUNTY MAYOR DANIELA LEVINE CAVA'S VETO OF THE PROPOSED DEVELOPMENT OUTSIDE THE UDB; URGING THE FLORIDA STATE LEGISLATURE TO OPPOSE ANY LEGISLATION THAT WOULD WEAKEN THE UDB IN THE MIAMI-DADE COUNTY CHARTER; ENCOURAGING ADVANCEMENT OF ATTAINABLE AND WORKFORCE HOUSING WITHIN THE UDB TO ADDRESS HOUSING AFFORDABILITY WITHOUT EXPANDING DEVELOPMENT INTO ENVIRONMENTALLY SENSITIVE LANDS; DESIGNATING THE PRESERVATION OF THE UDB AS A STATE LEGISLATIVE PRIORITY FOR THE TOWN OF BAY HARBOR ISLANDS; AND FURTHER, DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE MIAMI-DADE COUNTY MAYOR, EACH MEMBER OF THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, THE SPEAKER OF THE FLORIDA HOUSE OF REPRESENTATIVES, THE PRESIDENT OF THE FLORIDA SENATE, THE MIAMI-DADE STATE LEGISLATIVE DELEGATION, ALL OTHER MUNICIPALITIES WITHIN MIAMI-DADE COUNTY, AND THE TOWN OF BAY HARBOR ISLANDS' STATE LEGISLATIVE LOBBYISTS

    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 UDB protects the Town's water

resources and stated that there remains sufficient land inside the boundary for infill development, making expansion outside the line unnecessary and risky.

A motion was made by Council Member Filler to approve the resolution, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Mayor Salver absent.

Adjournment:

There being no further business to discuss before the council, a motion was made by Vice Mayor Bruder seconded by Council Member Yaffe to adjourn the meeting at 9:52 p.m.

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

Town of Bay Harbor Islands

Special Town Council Meeting
MINUTES
February 20, 2026
At 9:00 a.m.

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening:

Call to Order:

Mayor Salver called the meeting to order at 9:18 a.m.

Pledge of Allegiance:

Pledge of allegiance was recited.

Roll Call:

Deputy Town Clerk Alvarez called the roll with the following members present.

Present: Mayor Isaac Salver, Vice Mayor Stephanie Bruder, Council Member Eric Rappaport, and Council Member Teri D'Amico.

Absent: Council Member Molly Diallo, Council Member Joshua Fuller and Council Member Robert Yaffe.

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

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

Discussion Items:

1. Discussion and possible action regarding the removal of the lead Town Attorney and termination of legal services provided by Greenspoon Marder LLP. - Sponsored by Council Member Teri D'Amico and Council Member Eric Rappaport

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

Mayor Salver asked the Town Manager to provide the technical aspects of holding this Special Town Council Meeting this morning.

Town Manager Noel stated that in accordance with the Town Code Section 2.01, Special Meetings may be held and called upon by either the mayor or two council members. In this case we had two council members who called for this special meeting, and we do have a quorum to proceed.

Mayor Salver opened the floor to public comment.

The following individual from the public spoke:

Linda Zilber (via Zoom) stated that her brother is an attorney and if the Town needs any assistance, he is more than happy to help.

Mayor Salver closed the floor to public comment.

Council Member D'Amico stated that she had previously requested that the Town issue a Request for Proposals (RFP) for new Town Attorney services. She explained that her request was based on ongoing concerns regarding the consistency and quality of legal services provided over approximately the past four years. She stated that approximately one year ago she began to more closely evaluate the consistency of legal representation, particularly in connection with a matter involving a contract. She indicated that she prepared approximately twenty (20) written questions related to that contract and requested that the Town Attorney address them. She further stated that she reviewed those questions with the Town Manager while he was on the phone with legal counsel. She stated that the questions she prepared were not fully addressed. She noted that one of the key issues involved a document that had allegedly been provided to the Town Attorney; however, she stated that it was later

confirmed that the attorney had never received that document. She further stated that representations had been made that either the attorney would attend a meeting, provide a written response, or otherwise ensure that legal input was available, but she indicated that neither attendance nor written communication was provided.

Council Member D'Amico stated that while she did not intend to make the matter personal, she questioned whether the Town was receiving the level and type of legal services for which it was paying, referencing a monthly compensation amount of approximately $17,000. She indicated that this compensation structure had originally been based on a different arrangement and background than what is currently being provided. She additionally expressed serious concerns regarding confidentiality. She stated that she had recently learned of what she characterized as "leaks," asserting that information from the Town's attorneys was allegedly being communicated to staff members, members of the Council, or third parties before being formally communicated to the full Council. She stated that these concerns have caused her to lose trust in the current arrangement. She believes that it would be appropriate to move forward with issuing an RFP for legal services. She suggested that the Town could retain interim counsel or consulting legal services during the procurement process while conducting a search for long-term representation.

Council Member Rappaport stated that the Town has made significant progress over the past year, citing positive organizational changes resulting from the hiring of a new Town Manager, Police Chief, and Town Clerk, as well as the leadership of the Mayor. He emphasized that these personnel changes have contributed to improved operations and stability within the Town. He further noted the importance of having a qualified and collaborative team in place, rather than relying on external firms to compensate for internal operational deficiencies and stated that this was a primary factor underlying their remarks.

Mayor Salver asked the Town Manager if he had any comments regarding this item and his interaction with the current Town Attorney.

Town Manager Noel stated that he had no comments and that the selection of the Town Attorney, per charter, is done by the Town Council.

Vice Mayor Bruder reiterated that she had previously requested the Town seek proposals for legal services to evaluate other available options. She stated that her concerns were based on the level of engagement and accessibility of legal counsel, not personal matters. She noted that prior Town Attorneys regularly attended meetings, maintained consistent in-person availability, and participated in various boards, including the Design Review Board. She said that this level of involvement had diminished over time and that she had experienced difficulty reaching the current Town Attorney when needed.

She emphasized the importance of having legal counsel who is highly engaged, accessible, and focused on the Town's needs, particularly as the Town moves forward with new leadership and staff.

Mayor Salver stated that he was struggling with the urgency of the item, noting that while some Council Members had previously expressed similar concerns regarding the legal services provided by the current firm, they had not conveyed the same sense of immediacy in taking action. He requested that the sponsoring Council Members provide one or two specific reasons explaining why the matter required action at this time rather than waiting until April. He stated that this clarification was important for his consideration and for the public's understanding of the timing of the proposed action.

Council Member D'Amico stated that she had previously requested issuance of an RFQ for legal services and expressed ongoing concerns regarding the responsiveness and level of service provided by the current firm. She stated that she had not consistently received written communication or returned calls and did not feel she was being serviced appropriately. She also expressed concern that Council Members were not being treated equally by the firm. She stated that she lacked confidence in the current legal representation, particularly with upcoming election matters, and did not believe the issue could be delayed further. She expressed support for moving forward with an RFP and requested clarification regarding the anticipated timeline, including the process for securing interim counsel if necessary.

Council Member Rappaport stated it takes time to get through the RFP process even if the Town starts immediately, it will not be completed by April. He stated time is of the essence.

Council Member D'Amico expressed concern that contracts presented to the Council contained incomplete information, including missing pricing details, and stated that her repeated requests for clarification had not been adequately addressed. She emphasized the importance of comprehensive legal review given the volume and complexity of the Town's contracts. She further noted the need for legal counsel with experience in development matters, including design review board processes, and questioned whether the current firm possesses that expertise.

Town Attorney Ahmand responded by stating that he has attended every Design Review Board meeting since he began working on the matter and that no concerns have been raised regarding his performance or participation at those meetings. He further clarified that he is not the sole individual retained by the Town, but rather part of a full-service law firm engaged at a monthly rate of $17,500. He emphasized that the Town has the support of the entire firm and its various practice areas to address any legal matters that may arise.

Town Attorney Ahmand stated that, in other municipalities, certain information is part of the public record and readily accessible. He further stated that, given he had been appointed only seven days prior, he believed it was premature to question his experience or qualifications. He characterized the inquiry as one made under an assumption regarding his background and indicated that, with additional time, his experience would have either been known or demonstrated in the normal course of service. He stated that the limited time since his appointment underscored concerns he had with the overall process. He concluded by noting that the question had been directed at him and that he wished to respond respectfully and directly.

Town Attorney Ahmand responded that, at the prior Special Meeting, it was understood by the six Council Members present and placed on the record that Ahmand Johnson would serve as the lead Town Attorney. He stated that this designation was clearly acknowledged during that meeting. He further stated that while a client has the right to change counsel, with or without cause, the concerns raised during the current discussion appeared to relate to prior representation. He noted that, following the last meeting, those concerns should no longer apply, as it had been agreed that Ahmand Johnson would serve as the Town Attorney moving forward.

Town Attorney Ahmand addressed the specific concerns raised by Council Member D'Amico during the discussion. He stated that there has been no leak attributed to him or his firm. He further stated that there has not been an instance in which he failed to return a call, and that when he was asked for written clarification on a matter in which he previously had no involvement, he provided a written response within two hours. He asserted that the issues cited during the discussion did not relate to him, particularly given that the Council had voted seven days earlier to designate him as lead Town Attorney. He expressed concern regarding the timing of the Special Meeting and stated that he did not believe the matter arose suddenly within that seven-day period.

Mayor Salver recognized via zoom Florida House Representative Fabian Basabe.

Florida House Representative Basabe addressed the council. He thanked the Mayor and Councilmembers for conducting an open and transparent process regarding the interim Town Attorney appointment and the decision to pursue a formal RFP. The speaker acknowledged that the Council could have made a direct appointment but instead chose to hold a focused public discussion, which he stated demonstrated seriousness and responsibility. He stated that the interim attorney would be responsible for stabilizing operations and addressing pending matters, including ordinances, contracts, procurement issues, public records compliance, and other day-to-day legal needs. He emphasized that, although Bay Harbor Islands is a small municipality, it is involved in significant contracts, infrastructure projects, waterfront development, and funding matters, which require steady and independent legal oversight. He commented on the term "municipal experience," suggesting that while

many municipal attorneys are qualified, long-standing relationships can sometimes complicate transitions. He stated that the interim period presents an opportunity to evaluate firms that are not deeply embedded in existing municipal networks. He also referenced neighboring North Miami Beach and ongoing concerns there as an example of the importance of strong legal oversight. He concluded by stating that he has no business affiliations or personal interest in the outcome, expressed his desire for what is best for the Town, and stated that he trusted the Council's judgment.

Mayor Salver asked what the procedure would be for this item.

Town Manager Noel stated that the Council would vote on an interim town attorney and then the next item would be the item regarding the compensation.

Mayor Salver wanted to confirm that the firms listed have been notified of this meeting in the event they wanted to attend.

Town Manager Noel stated that all the firms were notified.

Council Member D'Amico stated that she met with the proposed interim attorney to discuss expectations for a short-term engagement and confirmed that the role would be transitional and potentially limited to three to six months. She indicated that the discussion included addressing backlog items and identifying specific deliverables during the interim period. She noted the Town's significant legal workload and emphasized the importance of maintaining progress. She added that she considered the firm's size, local presence, and available resources and stated that she felt confident in the candidate's ability to assist during the interim term.

Mayor Salver inquired about procurement requirements applicable to the proposed action. Specifically, what compliance obligations, limitations, or exceptions would apply under the circumstances if the Council were to proceed with the first option under consideration. He stated the question for clarity and asked what legal or procedural obligations the Council has with respect to appointing a Town Attorney under the current circumstances.

Town Attorney Johnson responded that the Council's required actions would be to: (1) vote on whether to terminate the current Town Attorney, and (2) vote on the selection and retention of new counsel on an interim basis. He added that the Council would also need to determine the process for concluding the current firm's engagement. He stated that, procedurally, these actions would involve two primary votes to take place.

Town Manager Noel stated that per Section 3.03 of the Town Charter regarding the appointment of the Town Attorney. He stated that the Charter provides that the Council shall appoint an individual attorney or law firm to serve as Town Attorney, and that such attorney or firm must be in good standing with The Florida Bar. He further stated

that removal of the Town Attorney requires an affirmative vote of no fewer than four Councilmembers.

Vice Mayor Bruder stated that, pursuant to the Town Charter, the three positions appointed by the Council are the Town Clerk, Town Manager, and Town Attorney. She further noted that, in the event of a change in legal representation, there is typically a transitional period during which documents, files, and information are transferred from the outgoing attorney or firm to the incoming attorney or firm. She emphasized that all such records ultimately belong to the Town.

Town Attorney Johnson stated that it is correct and the client determines the effective date for that transition to take place.

Discussion among the Council Members took place regarding the procurement process for the upcoming RFP.

Tania Cruz-Gimenez from the firm of McCarty English LLP spoke regarding her interest in the interim town attorney position and provided some background of her experience and her firms.

Council Members thanked Ms. Cruz-Gimenez for her time and presentation.

Mayor Salver suggested that the Town honor its current contractual obligations with the existing firm through the organizational meeting date in April. He proposed that, during that period, the Town retain Ms. Cruz-Gimenez in a consulting or interim capacity, with the specific title and structure to be determined by the legal team. He stated that the objective would be to ensure the Town becomes fully current on outstanding legal matters and expressed support for the concept of conducting a comprehensive review or “audit” of pending items and processes. He indicated that such an approach would help stabilize operations and recommended this as a potential path forward for Council consideration.

A motion was made by Vice Mayor Bruder to approve the removal of the lead Town Attorney and termination of legal services provided by Greenspoon Marder LLP, seconded by Council Member Rappaport. The motion carried with 4-0 vote with Council Member Diallo, Council Member Fuller and Council Member Yaffe absent.

2. Discussion and possible action regarding the interim appointment of a Town Attorney, including but not limited to consideration of the following firms:

- Weiss Serota Helfman Cole and Bierman
- McCarter and English LLP
- GrayRobinson Miami Law Firm
- Other qualified firms as identified by the Town Council

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING THE APPOINTMENT OF AN INTERIM TOWN ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Deputy Town Clerk Alvarez read the title of the resolution into the record.

A motion was made by Council Rappaport to approve the Resolution appointing McCarter and English LLP as the Interim Town Attorney and for McCarter and English LLP to work in conjunction with Greenspoon and Marder, LLP as the consultant firm during the transition period for the month of March until the April organizational meeting, seconded by Council Member D'Amico. The motion carried with 4-0 vote with Council Member Diallo, Council Member Fuller and Council Member Yaffe absent.

3. Discussion and possible action to establish fixed compensation terms for the Interim Town Attorney.

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

Mayor Salver asked how much is currently being paid to Greenspoon Marder.

Vice Mayor Bruder stated she agrees to pay Greenspoon Marder $17,500 a month for the next two months during this transition period.

Town Manager Noel stated that currently Greenspoon Marder is being paid $17,500 a month and $225.00 an hour for special matters.

A motion was made by Vice Mayor Bruder to establish compensation of $17,500 a month plus $225.00 for special matters, seconded by Council Member D'Amico. The motion carried with 4-0 vote with Council Member Diallo, Council Member Fuller and Council Member Yaffe absent.

4. Consideration and approval authorizing the Town Manager to issue a Request for Proposals (RFP) for the procurement of Town Attorney services.

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

A motion was made by Vice Mayor Bruder directing and authorizing the Town Manager to issue a Request for Proposal (RFP) for the procurement of Town Attorney services, seconded by Council Member D'Amico. The motion carried with a 4-0 vote

with Council Member Diallo, Council Member Fuller and Council Member Yaffe absent.

Adjournment:

There being no further business to discuss before the council, a motion was made by Vice Mayor Bruder to adjourn the meeting at 10:20 a.m.

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

ITEM

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:	Gerald Bryan Fausto Vargas-Reyes Sam Zamacona, E.I.	Finance Director Procurement Officer Capital Improvement Program Director
DATE:	March 12, 2026	
SUBJECT:	Approval of a Task Work Order in favor of BCC Engineering LLC, for Engineering and Compliance support to the Town for the Design of the Broad Causeway Intracoastal Waterway Bridge (Bridge # 875101)	

1,0 RECOMMENDATIONS

Consideration and approval of a Task Work Order with BCC Engineering LLC (BCC) in the amount of $248,820 for Engineering and compliance support to the Town in the design of the new Broad Causeway Intracoastal Waterway Bridge, Bridge # 875101.

2.0 BACKGROUND

2.1 LAP CERTIFICATION

The Town of Bay Harbor Islands obtained LAP certification for Bridge Designs on September 10, 2025. LAP certification is required for the Town to partner with FDOT in projects that utilize Federal and State funds. The Town has received a federal grant of $500,000 and a state grant of $1.0M to offset some of the design costs associated with the Broad Causeway Intracoastal Waterway Bridge. The total design costs are expected to be $15.0M. If LAP certification was not approved for the Town (see LAP Certification

Tool attached) and the LAP Agreement for Bridge # 875101 (attached) was not approved by resolution # 2529 at the November 12 2025 Council meeting (attached), the Town would have forfeited all Federal and State funding that were obtained for the design of this bridge.

As mentioned above, the LAP Certification Tool was a prerequisite for LAP certification and Section G requested information from the Town about which project elements would require outside assistance. The following were submitted in response, and consequently the services provided by BCC in this Task Work Order will include, but not be limited to: Environmental Engineering, Transportation Engineering, Designs, Construction Engineering Inspection, Contract Administration and Project Close Out.

It is expected that BCC will provide assistance with a total of three (3) bridge designs. This memorandum addresses BCC's assistance with the Broad Causeway Intra Coastal Waterway Bridge, Bridge # 875101. A separate memorandum and agenda item handles BCC's assistance with the other two bridge projects, the Bay Harbor Waterway Bridge (# 875102) and the Indian Creek Bridge (# 875103).

At August 13, 2025, Regular Council meeting, Council approved the agreement with BCC and the fully executed agreement with BCC is attached.

Resolution # 2498 approves BCC to provide Engineering and Compliance support to the Town and is attached.

2.2 CONDITION OF BRIDGE

The Broad Causeway Intra Coastal Waterway Bridge was built in 1951, fails to meet current standards and is categorized as structurally deficient and functionally obsolete by FDOT. Conditions are worsening as is evidenced by the current Sufficiency rating of 11.1 out of 100.

3.0 DISCUSSION

BCC Engineering LLC (BCC) is one of six (6) Continuing Services Engineering consultants currently under contract with the Town. The other five are Chen Moore and Associates (CMA), CHA, Ardurra (formerly 300 Engineering), Hazen and Sawyer, Atkins Realis, and Kimley Horn and Associates (KHA).

A Request for Qualifications (RFQ) for LAP Assistance was advertised on April 8th, 2025, and responses were due by May 6th, 2025. BCC was the only firm that submitted a response. Based on their qualifications, FDOT granted approval for BCC to assist the Town with bridge designs under the purview of the LAP Agreements.

BCC was requested to submit their proposal to provide assistance with the design of the Broad Causeway Intra Coastal Waterway Bridge. The amount submitted was $248,820

and this agenda item seeks approval for a Task Work Order for this amount, attached. The details of this amount are also attached.

The rates submitted for Principal Engineer ($280), Project Manager ($265), Chief Engineer ($265), and Project Engineer ($200) are all consistent with the hourly rates in the CCNA agreement with BCC.

The RFQ for design of the Broad Causeway Waterway Bridge is currently under review and is expected to be ready for public advertisement by the end of February 2026.

4.0 FINANCIAL ANAYSIS

GL Line-Item Number: 401.5415.400063.000
Total Revised Budget: $7,500,000.00
Encumbered Amount: $55,202.85
Balance Remaining: $7,444,797.15

5.0 ATTACHMENTS

Appendix I LAP Certification Tool

Appendix II LAP Agreement for Bridge # 875101

Appendix III Approved Resolution for LAP Agreement

Appendix IV Approved Resolution for BCC

Appendix V Proposal from BCC for the ICWW Bridge

Draft Resolution for this TWO

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

LAP CERTIFICATION TOOL

Certification and recertification are commitments by the Local Agency (LA) to perform all associated activities of the Federal-Aid Highway Program (FAHP) including but not limited to Title VI compliance, American with Disabilities Act ADA compliance, grant management and fiscal accountability, procurement of professional service and construction administration in adherence with all Federal and State requirements. The LAP Certification Tool is a risk-based assessment of a LA and measures performance-based risk of your participation in **LAP.** Detailed information on each section is located in the Department's ***Local Programs Manual*** (LPM, FDOT Procedure 525-010-300).

Answer each question to the best of your ability. Your District Local Programs (LP) Team is there to provide assistance and support as required while you complete the re/certification process.

A. RISK ASSESSMENT

Source: LP Manual Chapters 5 and 8

1) Based on the risk assessment the Town of Bay Harbor Islands (FM #s 453019-1, 453040-1, & 452428-3) is eligible for: Project Specific Certification

2) Title VI Sub-recipient Assurance date (provided by Central Office): 4/22/2025

3) Risk Assessment date (provided by Central Office): 05/02/2025

4) Number of projects programmed in the current 5 Year Adopted Work Program: 3

B. PROJECT SELECTION

Source: FDOT Work Program Instructions

1) Which project phases does your LA plan to implement through LAP?

Check all that apply:

☐ Planning
☒ Design
☐ Construction
☐ Construction Administration
☐ All of the Above
☐Other:

**Environmental and Right of Way phases are not eligible for delegation to LAs without additional Department approvals. Contact your District LP Administrator for information.*

2) Does your LA prioritize projects through a Metropolitan or Transportation Planning Organization (MPO/TPO) process?

Yes

i. If yes, which MPO/TPO? Miami Dade County TPO

3) The Department is a member of REDI. Counties and communities that meet certain statutory criteria are eligible for waivers or reductions of the local match requirements for such projects. Refer ***to Section 288.06561, Florida Statutes*** (F.S.). Is your city or County eligible for a REDI waiver from the Department?

No

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C. RESPONSIBLE CHARGE

Source: LP Manual Chapter 7

This person (or people) designated responsible charge must be a full-time employee of the LA. The responsible charge is the designated point of contact in GAP. Staff must attend training, be responsive to District staff and attend project meetings with the Department and FHWA.

1) The responsible charge is: Randy Daniel, P.E.; rdaniel@bayharborislands-fl.gov; 786-881-3615

D. GAP

Source: LP Manual Chapter 4

1) Please provide the GAP Administrator name and contact information. This person is responsible for maintaining LA information in GAP including periodically updating contacts within GAP and notifying the Department when a user should no longer have access to GAP. GAP's use and function are described in Chapter 4 and a Help Guide is available to users logged into GAP.

   Randy Daniel, P.E.; rdaniel@bayharborislands-fl.gov; 786-881-3615. Ann Marie Singh, amsingh@bayharborislands-fl.gov; 305-310-9662 (Back up GAP Administrator);

E. MANDATORY TRAINING

Source: LP Manual Chapter 7

The list of mandatory LAP training courses is provided in the LP Manual Chapter 7. The LA may use multiple staff members to satisfy training requirements.

1) Is the LA committed to sending one or more staff members to each course listed in the ***LP Manual*** and sending additional staff at the request of the Department to maintain LAP Certification?

   Yes

F. AGENCY STAFFING

Source: LP Manual Chapters 7 and 14

LAs must have adequate staff to provide oversight for all phases of Federal-Aid project delivery as listed below, or may supplement staff with consultant support as needed to demonstrate adequate oversight staff.

1) Does the LA have adequate staff to manage multiple projects at one time?

   Yes

2) Describe delegation of duties or organizational structure for contract administration.

   The LA team will be led by Randy Daniel (Responsible Charge). Randy Daniel will administer project activities and direct project staff and consultants, as well as oversee the RCS. Administrative support services will be provided by Ann Marie Singh (Back up Gap Administrator). The following staff will have the listed delegation of duties. Fausto Vargas-Reyes (Procurement Officer) will ensure contractual compliance with federal guidelines and regulations regarding EEO and US DOL standards (Davis Bacon Act, Copeland Act, and wages and safety standards). Alex Rosario Garcia, Accounting Manager, will ensure timely payment for project services and construction contracts according to federal regulations, state statutes, and contract terms. Evelyn Herbello will provide support as the ADA and Title VI Coordinator. Consultant Engineer will be hired to provide contract administration and will report directly to the Responsible Charge (RC). Environmental Consultant will be hired to evaluate the environmental and engineering impacts of the project to include NEPA compliance. RCS (TBD) will ensure the CEI firm incorporates FHWA 1273 in all federal-aid construction subcontracts, review and approve the DBE commitments and payments in EOC by the prime contractor. The Town will provide FDOT with the contact information for all consultants when they have been onboarded.

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

G. AGENCY STAFF AUGMENTATION

Source: LP Manual Chapters 7 and 14

LP Manual Section 7.4.1: The LA's LAP certification package may identify consultant staff used to augment LA forces on a regular basis; however, this does not relieve the LA of its responsible charge obligations**.**

1) Per ***Section 7.4.1*** of the LP Manual, identify consultant staff used to augment LA forces on a regular basis. *For example, the LA does not have a professional engineer on staff and routinely uses a consultant P.E. for managing all design phase projects*

   The LA will hire consultant engineers to perform Contract Administration, Construction Engineering Inspection, Environmental Engineering, Transportation Planning, Design Services and Project Close Out. The qualified Environmental Consultant will work in collaboration with the LA to ensure compliance with NEPA requirements. All information regarding these Consultants will be supplied to FDOT as the consultants are onboarded.

2) Will consultant support be limited to specific project phases or required for all project phases? *For example, the LA does not have a professional engineer on staff and routinely uses a consultant P.E. for managing all design phase projects.*

   Limited Support Required

3) If the answer to question 2 is "limited" or "all" phases require routine consultant support, list the phases of work and/or services consultants will perform on behalf of the LA. *For example, project applications, cost estimates, scoping, administration, project management, etc.*

   Permitting, Initial Project Cost estimates, LAP Checklist, Construction Engineering Inspection, Project Management and Contract Administration, Design Services, Environmental Engineering and Project Close Out

H. PROJECT DEVELOPMENT

Source: LP Manual and FDOT Work Program Instructions

1) Identify the staff and/or department within the LA responsible for project development including: preparing and submitting transportation project applications. Provide point of contact information or multiple points of contact if each respective office participates in project development.
   Randy Daniel, P.E. rdaniel@bayharborislands-fl.gov; Ann Marie Singh, amsingh@bayharborislands-fl.gov; Alex Rosario Garcia, arosariogarcia@bayharborislands-fl.gov, 786-656-1093

*Note all Federal-Aid projects must comply with the ADA. Required ADA upgrades within proposed project limits must be identified in the project application and included in the project cost estimate(s) submitted to the Department. Insufficient scoping creates inaccurate project programming and jeopardizes local projects.

2) Has project development staff completed the ADA Design Accessibility Training Course or a similar training course?
   Yes

   i. If yes, list staff name(s), name of course, and date of training here.

      Evelyn Herbello, ADA for Design and Construction (BT-05-0062) 3/17/2025; Randy Daniel, P.E. ADA for Design and Construction-General (BT-05-0062) 3/17/2025

   ii. If no, is staff able to send project development staff to ADA Accessibility Training within the

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

next 12 months?

Yes

I. PROCUREMENT - GENERAL

Source: LP Manual Chapters 14, 15, 16, 21

An LA's ability to maintain reimbursement eligibility is dependent on following the applicable Federal and State procurement regulations.

1) Identify staff with federal procurement experience and the primary point(s) of contact for LAP project procurement. Include whether the staff identified support professional services, construction, or both types of procurement actions.

   Fausto Vargas-Reyes, (fvargasreyes-fl.gov; 786-202-6012) will be the primary point of contact for LAP project procurement and will support both types of procurement actions. Fausto Vargas-Reyes has over 10 years experience with procurement of federally funded projects, including compliance 2 CFR 200, FDOT LAP Manual, and Uniform Guidance requirements. He is familiar with DBE, Buy America, and Brooks Act. Fausto Vargas-Reyes will be the main point of contact for all LAP procurement actions. Randy Daniel (rdaniel@bayharborislands-fl.gov; 786-881-3615) will provide support for engineering and design services. Randy Daniel has 20 years of experience in engineering, procurement and contract management. He is involved in advertising, evaluation of contractors, and contract execution for design and construction contracts. The LA will likely hire the consultant firm BCC Engineering to monitor the contractor's performance for compliance with all provisions of FHWA 1273 including the various EEO, OJT, Wages, and DBE requirements. BCC Engineering will provide direct support for compliance with LAP procurement procedures. They are experienced with federal procurement policies and will assist in coordination of solicitation and award processes in accordance with FDOT requirements. BCC Engineering will provide Professional Services.

2) Will the LA send a minimum of one procurement staff member to the training courses identified in ***LP Manual Chapter 7*** to maintain familiarity with federal and state requirements throughout the Certification period? Construction and professional services training are provided in two unique courses and both are mandatory.

   Yes

3) What is the average duration of your professional services and construction procurement processes from advertisement to contract award?

   - Professional Services: 90 Calendar days
   - Construction: 75 Calendar days

4) Identify all locations the LA advertises contracts. Select all that apply.

   ☒ Website. Provide web address(es): www.bayharborislands.gov

   ☒ Newspaper. Provide name of publication(s): Miami Herald Neighbors

   ☒ Vendor bid service. Provide name of service used: Demandstar; website address: www.Demandstar.com

   ☐ Physical Location. Provide name of facility and address(es):

   ☐ Other. Please explain:

5) How will LA staff monitor bid opportunity reporting during and immediately following the solicitation period by both contractors and consultants on federal contracts?

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

The website that is used for construction bid solicitations allows monitoring of the number of hits to the site during the solicitation period, to ensure that competitive bids will be received. At the time of bid opening, the document called "bid results" record the amounts of all bids received and opened, and who submitted them. With regard to Consultants the website also allows monitoring of firms that visit the site, and at the end of the solicitation period, results of the solicitation are recorded. LA Staff will verify all required federal forms are fully completed and submitted. All bid documentation will be cross referenced against federal reporting requirements

6) Does the LA have procurement staff to provide bid opportunity oversight responsibility in the Department's Equal Opportunity Compliance (EOC) database?

Yes

i. If yes, identify the employees with oversight responsibility and access to the Department's EOC database.

Evelyn Herbello eherbello@bayharborislands-fl.gov; 305-315-2754; Fausto Vargas Reyes; fvargasreyes@bayharborislands-fl.gov; 786-202-6012

ii. If no, identify the employee(s) that will be assigned oversight responsibility and access to the Department's EOC database.

7) Identify LA staff who review subcontract(s) terms and conditions and approve for execution with the subcontractor(s) on Federal-Aid projects.

Fausto Vargas Reyes; fvargasreyes@bayharborislands-fl.gov; 786-202-6012

8) Describe the process the LA uses to monitor all subcontracts for incorporation of required federal terms and provisions, including FHWA 1273 and the LAP Terms for Federal-Aid Contracts.

The LA does not contract directly with subcontractors on federal-aid projects. The LA enters into agreements only with the prime contractor or consultant, who is solely responsible for managing all subcontractor relationships. However, to ensure compliance with federal requirements, the LA requires the prime to identify all subcontractors prior to execution of the agreement or issuance of a notice to proceed. This includes: listing all subcontractors and their roles; providing copies of proposed subcontracts if requested; confirming inclusion of all required federal clauses as outlined in 2 CFR 200 Appendix II, the FDOT LAP Manual, and other applicable provisions (e.g., BABA, Davis-Bacon, DBE, EEO). The LA's Procurement Officer will review the subcontractor documentation submitted by the prime to ensure: All required flow-down clauses are included; Subcontractors are not suspended or debarred (verified via SAM.gov); DBE participation and federal compliance requirements are met. While the LA does not directly execute or negotiate subcontractor agreements, the LA performs this oversight as part of their responsibility under the LAP program to ensure federal-aid requirements are satisfied. In addition, LA will monitor all contracts to ensure FHWA 1273 is always included.

9) Is your agency able to remove all preference programs, except those approved by FHWA, from Federal-Aid contracts and subcontracts?

Yes

10) Identify the LA's locally required preference programs applied to contract awards by local ordinance or

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

rule that will need to be removed from Federal-Aid project solicitations and contracts.

☐ Minority business

☐ Disadvantaged business

☐ Small business

☐ Locally adopted wage rates

☐ Local business

☐ Location (physical location in proximity to your jurisdiction)

☐ Materials purchasing (physical location or supplier)

☒ Other: None

11) Does the LA incorporate contract language for termination for cause, convenience, and default in contracts and subcontracts greater than $10,000?
Yes

12) Does the LA develop expected project durations and incorporate beginning and end dates in each contract?
Yes

J. PROCUREMENT – CONTINUING SERVICES CONTRACTS

Source: LP Manual Chapter 14

1) Does the LA have a continuing services contract it would like to utilize for professional services phases of LAP projects?
No

2) If yes, is it a federalized contract approved by the Department?
No

K. PROCUREMENT – PROFESSIONAL SERVICES

Source: LP Manual Chapter 14

1) What is the duration of a typical advertisement period for professional services contracts?
30 –45 Calendar days

2) Does the LA have a pre-qualification or grading program for consultants?
No

   i. If no, does the LA apply the FDOT pre-qualified consultant program requirements to Federal-Aid contracts?
   Yes

3) Does the LA formally evaluate consultants' performance during the contract period? **Performance evaluations are required for all federally funded professional services contracts per **23 CFR 172**.*

No

   i. If yes, identify staff responsible for completing consultant performance evaluations for each contract.

   ii. If no, will the LA establish a performance evaluation process for use on Federal-Aid contracts?

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

Yes

4) Does the LA routinely develop independent man hour estimates prior to negotiating with consultants?
   Yes

   i. If yes, identify staff with experience developing independent man hour estimates for engineering related consultant services.

      Fausto Vargas Reyes; fvargasreyes@bayharborislands-fl.gov; 786-202-6012. Alex Rosario Garcia; arosariogarcia@bayharborislands-fl.gov; 305-565-4229

   ii. If no, explain how the LA will develop independent man hour estimates for each LAP project.

5) Does the LA foresee issues incorporating the Terms for Federal-Aid Contracts into all contracts and subcontracts or executing all required forms (as identified in ***LAP Manual Ch 14*** and on the ***LAP Checklist of Professional Services Contracts Form # 525-010-49***) for each project?
   No

L. PROCUREMENT – CONSTRUCTION

Source: LP Manual Chapters 15, 16, 21

1) What methods of bidding does the LA employ for transportation project construction? Select all that apply.

☒ Low Bid

☐ Low Bid with Bid Alternates

☐ Cost + Time Low Bid

☒ Project Bundling

☐ Push Button or Indefinite Quantity/Indefinite delivery

☒ Other. Please explain: Post Design Services will be required during construction

2) What is the LA's duration(s) of a typical advertisement period for construction contracts?
   **Florida Statute requires 21 days for projects less than $500,000 and 30 days for projects greater than $500,000.*

   30 days

3) Does the LA foresee any issues physically incorporating the FHWA 1273 Form into all contracts and subcontracts or executing all required forms (as identified in LP Manual Chapter ***21*** and on the ***LAP Checklist for Construction Contracts Form #525-010-44***) for each project?
   No

4) Identify maintenance items incorporated in or required for construction contracts by local ordinance or rule.

   ☒ Warranty bonds

   ☐ Maintenance bonds

   ☐ Warranty provisions

   Provide a summary of the terms of warranty provisions: None

M. PLANNING

Source: Chapter 14-75, Florida Administrative Code (FAC)

The minimum qualifications for planning phases delivered on the State Highway System (SHS) or National Highway System (NHS) are established in ***Ch. 14-75, F.A.C.***

1) Does the LA have a planning department with at least one planner on staff full or part-time?

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

Yes

2) Does the LA planning department have a designated transportation planner on staff?
Use Consultant Support

3) Does the LA expect to perform transportation planning studies with in-house staff or consultant staff or both?
Consultant Staff

4) How many transportation planning studies has LA staff completed in the last 5 years?

0

5) How many transportation planning studies have been performed by consultants on behalf of the LA over the last 5 years?

1

N. PLANS, SPECIFICATIONS AND ESTIMATES

Source: LP Manual Chapter 9 and Part IV Project Development & Delivery.

1) Identify the Florida Professional Engineer on staff with the LA that will assist with LAP. Randy Daniel, P.E.

   i. This person has 10 years of transportation design experience.

   ii. Florida License # PE 69107

2) Does the LA plan on designing projects with in-house design staff?
No

3) Select the number of professional engineers on staff:
☒ 0-5 people ☐ 5-10 people ☐ 10+people

4) Identify the design criteria the LA uses to design projects on local transportation facilities. Local transportation facilities or "off-system" projects are referred to as LAP Classification D projects.
☒Florida Greenbook ☐Other:

☒FDOT Design Manual

5) Is the LA willing and able to apply FDOT design criteria and standards to transportation projects delivered on the LAP Classification A (on the SHS/NHS), LAP Classification B (projects that cost greater than $10 million), or LAP Classification C (projects containing structural elements meeting the definition of a bridge) per ***LP Manual Chapter 17***?

Yes

6) The FDOT must review project design plans prior to approving the PS&E Package. The FHWA will also review design plans at its discretion. In general, what is the LA's design plans development schedule and review process?

The agency typically reviews 30%, 60%, 90% and 100% plans during the design phase. Agency understands that a 30 day review period by FDOT is required.

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

7) Identify LA staff responsible for submitting or monitoring consultant submittal of design plans to the FDOT's Electronic Review Comments (ERC) application.

Randy Daniel, P.E.; rdaniel@bayharborislands-fl.gov; mobile #: 786-881-3615

8) Has project design staff completed the ADA Design Accessibility Training Course or a similar training course? **All FAHP projects must comply with ADA. Required ADA upgrades within proposed project limits shall be incorporated during the design phase.*

i. If yes, list staff name(s), name of course, and date of training

Evelyn Herbello, ADA for Design and Construction (BT-05-0062); 3/17/2025; Randy Daniel, ADA for Design and Construction – General (BT-05-0062); 3/17/2025

9) Identify staff responsible for certifying right of way activities are in compliance with the ***Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970***.

Randy Daniel, P.E. rdaniel@bayharborislands-fl.gov, 786-881-3615;

10) Identify staff responsible for certifying that all utilities are either cleared or coordinated for each project in compliance with ***23 CFR 635.309***.

Randy Daniel, P.E. rdaniel@bayharborislands-fl.gov, 786-881-3615;

11) Identify staff responsible for certifying that all railroad work is either cleared or coordinated for each project in compliance with ***23 CFR 635.309***.

Randy Daniel, P.E. rdaniel@bayharborislands-fl.gov, 786-881-3615;

12) Identify staff responsible for identifying all environmental or cultural resources (Section 4f) within project limits and certifying NEPA compliance.

The LA will also hire a qualified consultant, (whose qualifications will be agreed to and accepted by FDOT Environmental staff) to undertake work related to the environmental and cultural resources related to the project and to comply with NEPA requirements. When the consultant has been hired the LA will provide FDOT with their contact information. In addition, Randy Daniel, P.E. Town Engineer, will provide oversight of all work performed by the consultant.

13) Identify staff responsible for certifying all permits and/or exemptions have been obtained and included in the final PS&E package.

Randy Daniel, P.E., Town Engineer is the Responsible Charge and will provide the required certification letters. Consultant staff, or sub consultant staff will certify all permits and/or exemptions have been obtained and included in the final PS&E package.

14) Does the LA have specifications for roadway construction you would like to use on Classification D LAP projects?
No

i. If yes, submit all specifications to the District Specifications Office for review and approval.

Specifications Approval Date:

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

ii. If no, does the LA foresee any issues incorporating the LAP Big Three Specifications (Class C or D) or the Department's Standard Specifications (Class A, B, C, D) into project PS&E packages?
No

O. CONSTRUCTION

Source: LP Manual Chapters 21, 22

1) Does the LA seek to self-perform construction activities? Force account construction requires a Department approved Cost Effectiveness Finding in compliance with FHWA and Florida Statutes. Acceptable justifications for force account construction cannot be based on cost alone.
No

i. If yes, identify LA experience constructing transportation projects (i.e. resurfacing, sidewalks, trails, traffic signals, lighting, sign installation, striping).

2) Does the LA have a timekeeping system that associates employee time to specific projects?
No

P. CONSTRUCTION ADMINISTRATION

Source: LP Manual Chapters 15, 21, 22

1) Does the LA hold pre-construction meetings?
Yes

2) Describe the LA's contract change approval process; include how the change is initiated, review points and responsible staff, and if there are variations in the process based on cost thresholds or for no cost changes.

Change Orders must have written approval from FDOT prior to proceeding with the work.

Before submitting a request for a Change Order to FDOT, the Town's internal process for reviewing and approving a Change Order will be initiated. Requests for change orders that are iniaited by the contractor are first reviewed by the Responsible Charge (Project Manager) to ensure, among other things, that the request aligns with the project scope. If the Project Manager approves the Change Order it is then transmitted to the Finance Director for approval. If approved by the Finance Director the change order is transmitted to the Town Manager for Town approval. The Town approved change order is sent back to the Project Manager for submittal to FDOT for final approval. The FDOT approved Change Order is submitted to the contractor.

If the change order is rejected by the Project Manager, the rejected change order is returned to the contractor.

3) Describe the LA's time extension approval process only if it varies from your contract change process.

Requests for Change Orders that are related solely to time extensions are reviewed by the Project Manager to determine if the delays are allowable. If the Project Manager approves the time extension the Change Order is transmitted directly to the Town Manager for approval. The request will be submitted to FDOT with a recommendation to approve the time extension based on the contract. Final approval must be obtaind from FDOT and the decision from FDOT to reject or approve the time extension will be communicated to the Contractor via, the Responsible Charge.

4) Identify how the LA counts contract time? Calendar Days

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

5) Does the LA allow work on weekends, holidays, and nights? If yes, oversight staff shall be available during these times. Please check all that apply:

☐ Weekends ☐ Holidays ☐ Nights

6) Describe the LA's materials testing and approval process.

Material testing is performed by certified laboratories under direction of the Contractor who is financially responsible for testing. Testing must be coordinated with the CEI to ensure that the CEI is present during testing to confirm that the test was performed. All material testing/approval will be performed in accordance with FDOT specifications.

7) Identify all inspectors on staff with CTQP certification(s):

BCC Engineering will be utilized for CEI services unless Federal Funding is involved in which case an FDOT pre-qualified CEI firm will be utilized via an advertisement for request for qualifications (RFQ). The RFQ requires the CEI firm to have staff with CTQP certifications.

The District Materials Offices shall perform a quality assurance review of each LA's materials acceptance and testing procedures during the certification review period.

8) Explain how the LA tracks and certifies Buy America compliance on federal projects.

The Local Agency will ensure that BABA is expanded to include construction materials and manufactured products. Certifications are project specific, as requested by FHWA. Provisions are included in contracts to ensure compliance with BABA and materials that need to be in compliance shall be identified in all bid submittals by contractors. In addition, the Local Agency collects delivery tickets with Mill Material Certifications and APL (Approved Product List) numbers.

9) Does the LA have a schedule of liquidated damages based on calculated administrative costs if the contractor exceeds the contract time? If no, the LA may elect to use the Department's Specification and incorporate into LA bid documents.

No

LA will use the Department's schedule.

Q. CONSTRUCTION ADMINISTRATION- PROJECT INSPECTION

1) Does the LA seek to self-perform construction inspection activities?
No

i. If yes, how many inspectors does the LA employ?

ii. If yes, identify LA inspectors who maintain certifications per FAC 14-75 in order to perform inspections on SHS and NHS projects.

iii. If yes, describe the LA's process for inspecting construction projects.

iv. If yes, describe the LA's process for completing inspectors' daily reports and record keeping.

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Click or tap here to enter text.

2) If no, describe the LA's process for providing oversight and maintaining control of a project when a consultant CEI is performing the inspection duties.

A qualified environmental consultant will be hired during the Construction Phase and they will be part of the CEI contract. Construction Engineering Inspection (CEI) Services will be provided by a Consultant. The CEI services will include the review of contractor's submittals/shop drawings and material submittals for conformance with the construction documents, review and respond to requests for information (RFI), review request for change orders and make recommendations for acceptance or rejection thereof, upkeep of daily construction logs, witness material testing, attend site meetings, and review and certify as built drawings. The RC will provide oversight to the CEI firm and review daily construction logs to approve pay applications. The performance of the CEI will also be tracked by monitoring contruction progress vis-a-vis project costs and the construction baseline schedule. The CEI services contract will include environmental engineering services and the CEI shall have qualified staff (Environmental Engineers, Marine Biologists, etc) to perform these tasks.

R. CONSTRUCTION ADMINISTRATION- CONTRACT COMPLIANCE WITH FHWA 1273

1) Has your agency administered Federal-Aid construction contracts in the previous 3 years?
Yes

2) Identify staff members who have direct experience performing or monitoring Resident Compliance Specialist (RCS) duties on Federal-Aid construction contracts and who will self-perform contract compliance on construction contracts per the ***FDOT Contract Compliance Manual Topic No. 275-020-002***. Staff must complete training as offered by the Department or FHWA and demonstrate adequate knowledge of federal contract compliance requirements with FHWA 1273.

Fausto Vargas-Reyes; fvargasreyes@bayharborislands-fl.gov; 786-202-6012

Alex Rosario Garcia; Arosariogarcia@bayharborislands-fl.gov; 305-565-4229

Randy Daniel, P.E.; rdaniel@bayharborislands-fl.gov; 786-881-3615

3) Identify staff who will monitor consultant performed RCS services, which includes DBE payment reporting approvals, subcontractor approvals, etc. Staff must complete training as offered to perform this role.

Fausto Vargas-Reyes; fvargasreyes@bayharborislands-fl.gov; 786-202-6012

Alex Rosario Garcia; Arosariogarcia@bayharborislands-fl.gov; 305-565-4229

Randy Daniel, P.E.; rdaniel@bayharborislands-fl.gov; 786-881-3615

4) Identify those employees with oversight responsibility and access to the Department's EOC database for reporting and/or accepting DBE commitments on Federal-Aid projects.

Fausto Vargas-Reyes; fvargasreyes@bayharborislands-fl.gov; 786-202-6012

Randy Daniel, P.E. ; rdaniel@bayharborislands-fl.gov; 786-881-3615

S. INVOICING

Source: LP Manual Chapters 5, 6

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

1) Describe how the LA complies with Florida's Prompt Payment laws.

   The Town of Bay Harbor Islands complies with Florida's Prompt Payment laws as outlined in Florida Statutes Chapter 218, Part VII. Invoices are reviewed and approved in a timely manner, and payment is issued within 25 business days if payment is made with local funds and no dispute exists. The Town ensures that any disputes are communicated in writing within 20 business days of receipt of the invoice, in accordance with the statute. Subcontractor payments are also monitored to ensure compliance with prompt payment requirements.

2) Describe how the LA verifies work invoiced by a contractor compared to work performed.

   The Town of Bay Harbor Islands verifies all work invoiced by a contractor through a multi-step review and inspection process. Prior to approving any invoice for payment, the Town's project manager and/or consulting engineer conducts on-site inspections to confirm that the work billed has been completed in accordance with contract terms, specifications, and applicable standards. Quantities are cross-checked against the contract's pay items, and any discrepancies are addressed before payment is authorized. Photographic documentation and field reports are also used to support verification.

3) Describe how the LA verifies work invoiced by a consultant compared to work performed.

   To verify work invoiced by a consultant compared to work performed, the Town considers the following steps:

   Track Hours Worked: Ensure that accurate records of the hours worked by the consultant are available to match with the invoiced hours.

   Review Invoices: Compare the details of the invoices with the actual work performed, ensuring that all services billed are reflected in the work completed.

   Use Metrics: Implement metrics to assess the performance of invoicing and work performed, such as invoicing accuracy and timely billing.

   Recognize Unbilled Work: Be aware of unbilled work, which represents services performed but not yet invoiced, and ensure it is accounted for in the Town's records.

   Follow Best Practices: Adhere to best practices for invoicing, such as asking for billing details in advance and ensuring clarity in the invoice.

   These steps will help ensure that the invoiced work aligns with the actual work performed.

4) Is there any reason why the LA cannot comply with the LAP quarterly invoicing requirement?

   No

5) Identify staff and/or departments within the LA responsible for preparing and submitting invoices to the Department. Staff require access to GAP for submission of invoices.

   Finance Department; Alex Rosario; arosariogarcia@bayharborislands-fl.gov; (305) 866 - 6241

T. CERTIFICATION STATUS

Effective 09/08/2025 the Town of Bay Harbor Islands qualifies for the following Certification/Recertification: Project Specific Certification

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

The following exceptions are applicable to this Certification/Recertification:
(Check all that apply)

☒ AGENCY MAY NOT PERFORM IN-HOUSE DESIGN ON LAP CLASSIFICATION A, B, OR C PROJECTS

☒ AGENCY MAY NOT PERFORM IN-HOUSE DESIGN ON LAP CLASSIFICATION D PROJECTS

☒ AGENCY MAY NOT PERFORM FORCE ACCOUNT CONSTRUCTION

☒ AGENCY MAY NOT PERFORM IN-HOUSE CEI ON LAP CLASSIFICATION D PROJECTS

☒ AGENCY MAY NOT PERFORM IN-HOUSE CEI ON LAP CLASSIFICATION A, B, OR C PROJECTS

☒ AGENCY MAY NOT PERFORM IN-HOUSE CONTRACT COMPLIANCE

DocuSigned by:
Victoria Prieto
2FA85AED69D64FE...

Signature- District Local Program Administrator

Victoria Prieto on behalf of Jessica Beck-Galindo, MPA, FCCM

Print Name of District Local Program Administrator Date 09/10/2025 | 10:37 AM EDT

Signed by:
Randy Daniel
8AF242D95D324F3...

Signature- Local Agency Responsible Charge

Randy Daniel, P.E.

Print Name of Local Agency Responsible Charge Date 09/09/2025 | 9:44 AM EDT

AGENDA

Town of Bay Harbor Islands LAP Certification District Interview

Date: September 8, 2025
Time: 11:00AM – 12:00PM
Location: FDOT District VI - 1000 NW 111 Avenue Miami, FL 33172 (Conference Room C)

Meeting called by Victoria Prieto on behalf of Jessica Beck-Galindo, Local Program Administrator

Attendees:	Marie A. Bennett	Karina Fuentes	Randy Daniel
Antonette Adams	Lazaro Mesa	Simon Huang	Gerald Bryan
Victoria Prieto	Guillermo Machado	Daniel Kong	Fausto Vargas-Reyes
Andre Goins	Melissa Leyva	Judy Solaun-Gonzalez	Alex Rosario-Garcia
Alfred Pappe	Steven C. James	Megan Moore	Ann Marie Singh
Sharna Daniel	Shakira Trabelsi	Hansel Ramirez	

Agenda Items:

A. Introductions
- Overview / Opening Remarks

B. Review
- Certification Tool
- Project(s) Selection
- Project Specific Certification

C. Task Team Q & A
- LAP Administration
- Construction Management Administration
- Procurement Department
- Permitting
- Planning and Environmental Management
- Work Program Administration

D. Discuss specific exceptions, conditions and recommendations – FDOT Vote

E. Certification Qualification Tool – Signing
- LAP Administrator
- Responsible Charge

LAP Certification District Interview

Town of Bay Harbor Islands
September 8, 2025, 11:00 am to 12:00 pm

Name	Organization /Title	Phone	Email
Sharna Daniel	FDOT /Consultant		sharna.daniel@dot.fl.state.us
Victoria Prieto	FDOT		victoria.prieto@dot.fl.state.us
Marie Bennett	FDOT/Consultant		marie.bennett@dot.fl.state.
Shakira Trabelsi	FDOT		shakira.trabelsi@dot.fl.state
STEVEN JAMES	FDOT		STEVEN.JAMES@
Rosa Rigau	FDOT	X. 5252	rosa.rigau@dot.state.fl.us
Megan Moore	FDOT		megan.moore@dot.state.fl.u
Melissa Leyva	FDOT		Melissa.Leyva@dot.state.FL.U
Guillermo P. Machado	FDOT		guillermo.machado@dot.state.fl.us.
LAZARO MESA	FDOT		LAZARO.MESA@dot.state.fl.us
ANDRE GOINS	FDOT-LAP	X 5288	andre.goins@dot.state.FL.US
Alfred Poppe	FDOT-LAP		alfred.poppe@dot.state.fl.us
Daniel Kong	FDOT-Procure		daniel.kong@dot..
ANTONETTE ADAMS	FDOT	X 5329	antonette.adams@dot.state.fl.us
HANSEL RAMIREZ	FDOT		
Simon Huang	FDOT		simon.huang@dot.state.fl.us
Karina Fuentes	FDOT		

LAP Certification District Interview

Town of Bay Harbor Islands

September 8, 2025, 11:00 am to 12:00 pm

Name	Organization /Title	Phone	Email
Kandy Daniel	Town of Bay Harbor Islands	786-881-3645	
Ann Marie Smith	Bay Harbor Islands	305-310-9662	amsmith@bayharborislands.net
Alex ROSARIO	Bay Harbor Is/	786-565-1093	AROSARIO5ARCH@bayharbor Islands.fl.gov
Fousto Vargas	" "	" "	fvargasreyes@bayharborislands-fl.gov
Gerald Bryan	"	"	gbryan@bayharborislands-fl.gov

DISTRICT 6 LOCAL AGENCY PROGRAM
CERTIFICATION/ RECERTIFICATION

	Agency:	**Town of Bay Harbor Islands** **1030 95th Street, Bay Harbor Islands, Florida 33154**		**Current Certification/Recertification status: Full** o **Project Specific** X **No Certification** o	
	Responsible Charge/ PPOC:	**Randy Daniel** **Phone : 786-605-1694**		**Email :**	rdaniel@bayharborislands-fl.gov
	GAP Administrator:	**Randy Daniel** **Phone : 786-605-1694**		**Email :**	rdaniel@bayharborislands-fl.gov

Grant Application Process Certification Documents

Compliance Assessment Documents

No.	Document Description	Document Type	GAP Document Name	Responsible to Upload	Document Description	GAP Document #
1	Responsible Charge Training Certificates: RC must complete all trainings	Agency Certification	Training Certificates	Local Agency	RC Training Certificates	See RC Training Checklist
2	Agency Staff Training Checklist Staff certificates must be current	Agency Certification	Training Certificates	Local Agency	Staff Training Certificates	See Staff Training Checklist
3	LAP Roles/ Organizational Chart	Agency Certification	Organizational Chart	Local Agency	LAP Roles/ Organizational Chart - Uploaded 08/19/2025	63891209194507967
4	Sub recipient Compliance Assessment Tool (SCAT)	Sub recipient Compliance Assessment (SCAT)	Subrecipient Compliance Assessment Tool Form	Local Agency	SCAT Tool Submitted on-line 04/03/2025	N/A
5	Title VI Assurance Non Discrimination Agreement & Appendices A and E	Sub recipient Compliance Assessment	Title VI Assurance Non Discrimination Agreement form	Local Agency	Uploaded to GAP 08/19/2025	638912067773772696
6	Title VI Plan	Sub recipient Compliance Assessment	Title VI Plan	Local Agency	Uploaded 08/21/2025	638913876921810594
7	Americans with Disability Act Transition Plan	Sub recipient Compliance Assessment	ADA Transition Plan	Local Agency	Uploaded 08/21/2025	638913879213712579
8	SCAT Review by Central Office	Subrecipient Compliance Assessment	SCAT Review Team Comments (FDOT/FHWA staff use)	Central Office	SCAT Tool Accepted on-line 04/24/2025 - Status Green	N/A
9	Financial Risk Assessment	Agency Certification	Financial Risk Assessment- Central Office	Central Office	Uploaded to GAP 05/02/2025 - Rated Moderate Risk	63881775311264495

Precertification Documents

No.	Document Description	Document Type	GAP Document Name	Responsible to Upload	Local Agency Description	GAP Document #
10	Certification Tool - Unexecuted	Agency Certification	LAP Certification Tool	Local Agency	Certification Tool_Unexecuted	638912061425987236
11	Responsible Charge Resume	Agency Certification	Local Agency Resumes	Local Agency	Randy Daniel Resume - Uploaded 08/21/2025	638913882175606608
12	Local Agency Staff Resumes	Agency Certification	Local Agency Resumes	Local Agency	Evelyn Herbello - Uploaded 08/27/2025	638919174718963836
	Local Agency Staff Resumes	Agency Certification	Local Agency Resumes	Local Agency	Alex Rosario-Garcia - Uploaded 08/27/2025	638918995596301377
	Local Agency Staff Resumes	Agency Certification	Local Agency Resumes	Local Agency	Fausto Vargas-Reyes - Uploaded 08/26/2025	638918247998535032

Compliance Assessment Documents						
13	Task Team Comments of Certification Tool (as applicable)	Agency Certification	LAP Certification Qualification Tool	District	Uploadd to GAP 08/19/2025	638912108781413451
14	Professional Services Solicitation Documents	Agency Certification	Professional Service/Consultant Selection Procedures	Local Agency	N/A	N/A
15	Construction Services Solicitation Documents	Agency Certification	Construction Advertising and Bid Award Procedures	Local Agency	N/A	N/A
16	Precertification Meeting with LAP Staff	Local Agency and LAP Staff Coordinate Meeting		Local Agency	Meeting Conducted on 8/11/2025	N/A
Certification Documents						
No.	**Document Description**	**Document Type**	**GAP Document Name**	**Responsible to Upload**	**Local Agency Description**	**GAP Document #**
17	Certification Tool - Executed	Agency Certification	LAP Agency Certification Package	District	Uploaded to GAP 09/19/2025	638938721779435000
18	Secretary Letter	Agency Certification	LAP Agency Certification Package	District		
	See Local Agency Program Manual Local Agency Program Certification and Performance Management for more details https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/lap/manual/chapter_07.pdf?sfvrsn=62f8a8a4_11					

AGENCY - Town of Bay Harbor Islands

LOCAL AGENCY RESPONSIBLE CHARGE TRAINING CHECKLIST

Web or Computer Based Training (CBT) courses may apply to multiple employees depending on the program area. Agency must complete all trainings prior to the precertification meeting. The Local Agency's Responsible Charge is expected to complete LAP Trainings. This form shall be completed and returned to the LAP Coordinator. The CBT's are free and available 24 hours a days. For more detail see Local Agency Manual. PLEASE NOTE Failure to complete all required training courses as indicated will effectively terminate your agency's LAP Certification and may affect future program participaton and reimbursement of project funds.

		COURSE ID NO.	DATE	EMPLOYEE	GAP No.	COMMENTS
	Computer/ Web Based Trainings (LAP Manual Tables 4)					
1	FDOT LAP CERTIFICATION	CBT	2/16/2025	Randy Daniel	638790098589892359	Certificate Uploaded to GAP 3.31.25
2	GAP	LTAP	2/26/2025	Randy Daniel	N/A	No certificate provided.
3	LAP PROFESSIONAL SERVICES CBT	CBT	3/2/2025	Randy Daniel	638790140022099906	Certificate Uploaded to GAP 3.31.25
4	RESIDENT COMPLIANCE SPECIALIST	CBT	3/17/2025	Randy Daniel	638790140844920381	Certificate Uploaded to GAP 3.31.25
5	EQUAL OPPORTUNITY COMPLIANCE	CBT	3/8/2025	Randy Daniel	638790141585882250	Certificate Uploaded to GAP 3.31.25
6	ERC APPLICATION USER GUIDE	CBT	3/8/2025	Randy Daniel	638790142067328920	Certificate Uploaded to GAP 3.31.25
	FDOT Webinar Trainings (LAP Manual Tables 2 & 4)					
1	FDOT LAP WORKSHOP	BT-05-0151	Part 1: 3.17.25 Part 2: 3.17.25 Part 3: 3.17.25 Part 4: 3.17.25	Randy Daniel	Part 1: '638796449326930975 Part 2: '638796449481488572 Part 3: '638796449638455038 Part 4: '638796449753611866	Certificates Uploaded to GAP 4.7.25
2	LAP TITLE VI SUB-RECIPIENT COMPLIANCE (SCAT)	BT-05-0153	3/17/2025	Randy Daniel	638796450682610438	Certificate Uploaded to GAP 4.7.25
3	ADA FOR DESIGN AND CONSTRUCTION-GENERAL	BT-05-0062	3/17/2025	Randy Daniel	638796451182056802	Certificate Uploaded to GAP 4.7.25
4	FDOT PROFESSIONAL SERVICES CHECKLIST TRAINING	BT-05-0152	3/18/2025	Randy Daniel	638796452714797234	Certificate Uploaded to GAP 4.7.25

5	FDOT LAP CONSTRUCTION CHECKLIST, SPECIFICATIONS AND GREENBOOK TRAINING	BT-05-0197	3/18/2025	Randy Daniel	638796453080150798	Certificate Uploaded to GAP 4.7.25

LOCAL AGENCY STAFF TRAINING CHECKLIST

Web or Computer Based Training (CBT) courses may apply to multiple employees depending on the program area. Agency must complete all CBT trainings prior to the precertification meeting. The Local Agency's Responsible Charge is expected to complete LAP Trainings. This form shall be completed and returned to the LAP Coordinator. The CBT's are free and available 24 hours a days. For more detail see Local Agency Manual. PLEASE NOTE Failure to complete all required training courses as indicated will effectively terminate your agency's LAP Certification and may affect future program participaton and reimbursement of project funds.

		COURSE ID NO.	DATE	EMPLOYEE	GAP No.	COMMENTS	
Computer/ Web Based Trainings (LAP Manual Table 4)							
1	FDOT LAP CERTIFICATION	CBT	2/11/2025	Ann Marie Singh	638790096103915394	Certificate Uploaded to GAP 3.31.25	
			3/18/2025	Evelyn Herbello	638790096691673885	Certificate Uploaded to GAP 3.31.25	
			2/25/2025	Fausto Vargas-Reyes	638790097848146853	Certificate Uploaded to GAP 3.31.25	
			2/27/2025	Alex Rosario Garcia	638790096410908398	Certificate Uploaded to GAP 3.31.25	
			3/11/2025	Sandra Siefken	638790103591743556	Certificate Uploaded to GAP 3.31.25	
2	GAP	CBT	3/1/2025	Ann Marie Singh	N/A	N/A	
			3/18/2025	Evelyn Herbello	N/A	N/A	
			2/27/2025	Fausto Vargas-Reyes	N/A	N/A	
			3/11/2025	Alex Rosario Garcia	N/A	N/A	
3	LAP PROFESSIONAL SERVICES CBT II	CBT	3/4/2025	Fausto Vargas-Reyes	638790377280843179	Certificate Uploaded to GAP 3.31.25	
			3/11/2025	Sandra Siefken	638790104470928013	Certificate Uploaded to GAP 3.31.25	
4	RESIDENT COMPLIANCE SPECIALIST	CBT	3/14/2025	Fausto Vargas-Reyes	638790140844920381	Certificate Uploaded to GAP 3.31.25	
				Consultant/TBD			
5	EQUAL OPPORTUNITY COMPLIANCE	CBT	3/12/2025	Fausto Vargas-Reyes	638790114131105807	Certificate Uploaded to GAP 3.31.25	*duplicates in system
							DUPLICATES ADDRESSED
6	ERC APPLICATION USER GUIDE	CBT		Consultant/TBD		Training Pending Hire	
	FDOT Webinar Trainings (LAP Manual Tables 2 & 4)						
1	FDOT LAP WORKSHOP	BT -05-0151		Consultant/TBD		Training Pending Hire	
2	LAP TITLE VI SUB-RECIPIENT COMPLIANCE	BT-05-0153	3/6/2025	Evelyn Herbello	638796450682610438	Certificate Uploaded to GAP 4.7.25	

3	ADA FOR DESIGN AND CONSTRUCTION	BT -05-0062	3/17/2025	Evelyn Herbello	638796455400677134	Certificate Uploaded to GAP 4.7.25
4	FDOT PROFESSIONAL SERVICES CHECKLIST	BT-05-0152	3/17/2025	Fausto Vargas Reyes	638796446623168484	Certificate Uploaded to GAP 4.7.25
5	FDOT LAP CONSTRUCTION CHECKLIST	BT -05-0197	3/18/2025	Fausto Vargas Reyes	638796446866966533	Certificate Uploaded to GAP 4.7.25

Town of Bay Harbor Islands LAP Project(s) Staff Administration

LAP Role	Consultant or Staff	First Name	Last Name	Dept. /Firm	Email Address	Phone Number	Comments
Responsible Charge	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	786-605-1694 (o) 786-881-3615 (m)	
GAP Administrator(s)	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	786-605-1694 (o) 786-881-3615 (m)	
	Staff	Ann Marie	Singh	Town Manager's Office	amsingh@bayharborislands.net	305-310-9662 (m)	
	Staff	Evelyn	Herbello	Town Manager's Office	eherbello@bayharborislands-fl.gov	305-866-6241, ext 122	
	Staff	Fausto	Vargas-Reyes	Finance	fvargasreyes@bayharborislands-fl.gov	786-202-6012	
	Staff	Alex	Rosario Garcia	Finance	arosariogarcia@bayharborislands-fl.gov	305-565-4229 (m) 786-565-1093 (o)	
Engineer of Record	**Consultant**	TBD					
Professional Engineer (s)	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	305-565-4229 (m) 786-565-1093 (o)	
Project Development Staff	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	305-565-4229 (m) 786-565-1093 (o)	
Procurement Staff	**Staff**	Fausto	Vargas-Reyes	Finance	fvargasreyes@bayharborislands-fl.gov	786-202-6012	
Contract Compliance Administrator	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	786-605-1694 (o) 786-881-3615 (m)	
	Staff	Fausto	Vargas-Reyes	Finance	fvargasreyes@bayharborislands-fl.gov	786-202-6012	
Resident Compliance Specialist	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	786-605-1694 (o) 786-881-3615 (m)	
	Staff	Fausto	Vargas-Reyes	Finance	fvargasreyes@bayharborislands-fl.gov	786-202-6012	
	Consultant (CEI)	TBD/Engineer Consultant Staff					
ADA Coordinator	**Staff**	Evelyn	Herbello	Human Resources	eherbello@bayharborislands-fl.gov	305-866-6241, ext 122	
	Staff	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	786-605-1694 (o) 786-881-3615 (m)	
	Consultant	TBD/Engineer Consultant Staff					
Title VI Coordinator	**Staff**	Evelyn	Herbello	Human Resources	eherbello@bayharborislands-fl.gov	305-866-6241, ext 122	
Man Hour Estimates	**Consultant/Staff**	TBD					
Design Staff	**Consultant**	TBD/Engineer Consultant Staff					
Project Manager (s)	**Consultant**	TBD/Engineer Consultant Staff					

Town of Bay Harbor Islands LAP Project(s) Staff Administration

LAP Role	Consultant or Staff	First Name	Last Name	Dept. /Firm	Email Address	Phone Number	Comments
ERC	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	786-605-1694 (o) 786-881-3615 (m)	
Construction Engineering & Inspection (CEI)	**Consultant**	TBD/Engineer Consultant Staff					
Environmental Engineer	**Consultant**	TBD/Engineer Consultant Staff					
Environmental Clearance/ Permits / Exemptions	**Consultant**	TBD/Engineer Consultant Staff					
Railroad Certification	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	786-605-1694 (o) 786-881-3615 (m)	
Right of Way Certification	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	786-605-1694 (o) 786-881-3615 (m)	
Utilities Certification	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	786-605-1694 (o) 786-881-3615 (m)	
Materials Testing	**Consultant**	TBD/Engineer Consultant Staff					
Cultural Resources	**Consultant**	TBD/Engineer Consultant Staff					
Historical Resources	**Consultant**	TBD/Engineer Consultant Staff					
Invoicing	**Staff**	Alex	Rosario Garcia	Finance	arosariogarcia@bayharborislands-fl.gov	305-565-4229 (m) 786-565-1093 (o)	

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 452428-3-38-01	FPN: 452428-4-34-01	FPN:
Federal No (FAIN):	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: CD24	Fund: EM26	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No:87-MIAMI-DADE Contract No:
Recipient Vendor No: F596000273009 Recipient Unique Entity ID (UEI) No: K1CKY81LR8M7

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Town of Bay Harbor Islands ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in TOWN OF BAY HARBOUR ISLANDS - BROAD CAUSEWAY BRIDGE REPLACEMENT, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 15,000,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $ 1,500,000.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of

contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (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;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. 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 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance 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).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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 any 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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☒ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Town of Bay Harbor Islands

By: _____

Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name:
Title:

Legal Review:

_____

RESOLUTION NO. 2529

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.

WHEREAS, the Town has received State and Federal Grants in the total amount of $1,500,000 for the Broad Causeway Intra Coastal Waterway Bridge; and

WHEREAS, it has been determined that it is in the Town's best interest to use the Grants for the design of the new Broad Causeway Intra Coastal Water Way Bridge; and

WHEREAS, these Grants will be administered by the Florida Department of Transportation (the Department); and

WHEREAS, the Department has certified the Town of Bay Harbor Islands to perform all associated activities of the Federal-Aid Highway Program and has presented a Local Agency Program (LAP) Agreement between the Town and FDOT for execution; and

WHEREAS, the LAP Agreement describes the Department's participation in the Project, the terms and conditions upon which Department funds will be provided and sets forth the manner in which the Project will be undertaken and completed; and

WHEREAS, staff wishers to have the Agreement executed to access the Grant funds and believes that this is in the best interests 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 authorizes the execution of the Local Agency Program (LAP) Agreement, for the Design of the Broad Causeway Intra Coastal Waterway Bridge.

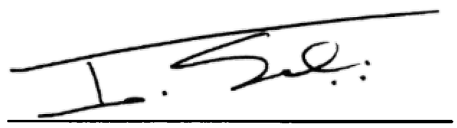
Section 3. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED and ADOPTED this 12th day of November, 2025.

Motion By: Council Member Rappaport
Second By: Council Member Fuller

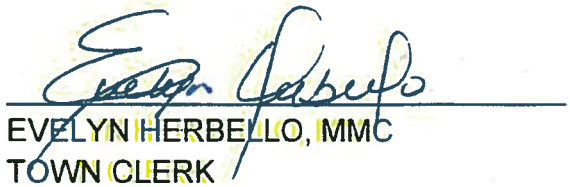
FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	Yes
Vice Mayor Stephanie Bruder	Absent
Council Member Teri D'Amico	Yes
Council Member Molly Diallo	Yes
Council Member Joshua Fuller	Yes
Council Member Eric Rappaport	Yes
Council Member Robert Yaffe	Yes



Isaac Salver
Mayor

ATTEST:



EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM:



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

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 452428-3-38-01	FPN: 452428-4-34-01	FPN:
Federal No (FAIN):	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: CD24	Fund: EM26	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No:87-MIAMI-DADE Contract No:
Recipient Vendor No: F596000273009 Recipient Unique Entity ID (UEI) No: K1CKY81LR8M7

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Town of Bay Harbor Islands ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in TOWN OF BAY HARBOUR ISLANDS - BROAD CAUSEWAY BRIDGE REPLACEMENT, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 15,000,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $ 1,500,000.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of

contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

   i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

   ii. Maintains familiarity of day to day Project operations, including Project safety issues;

   iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

   iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

   v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

   vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

   vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (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;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. 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 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance 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).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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 any 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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

   i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

   ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A", "B", "C", "D", "E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☒ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Town of Bay Harbor Islands

By: _____
Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

Legal Review:

_____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 452428-3-38-01,452428-4-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Town of Bay Harbor Islands (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: The project is approximately 0.77 miles in length.The limits of the project extend from the Broad Causeway Island (25 53'19.41"N, 80 8'54.52"W) on the west side (25 53'11.30"N, 80 8'18.93"W) to east of West Broadview Drive.

PROJECT DESCRIPTION: The project involves the replacement of the Broad Causeway Bridge connecting the Town of Bay Harbor Islands(Town) with the City of North Miami, to the west and Bal Harbour and Surside to the east, within Miami-Dade County. The bridge is part of the Broad Causeway, a roadway classified as "Urban Minor Arterial". The new bridge will be a 65 ft. High-Level Fixed Bridge on a southern alignment that replaces the existing Broad Causeway Bridge and bridge approaches. The new bridge includes a 4-lane divided roadway with two, 11 ft. lanes in each direction separated by 4 ft. inside shoulders and a 2 ft. concrete barrier wall. The outside shoulders are 8 ft. wide, adjacent to concrete barrier walls. A 14 ft. shared-use path along the north side of the new bridge accommodates pedestrians and bicycles with a 1.5 ft. barrier wall to safely separate travel lanes and the path. The design and posted speed would be 30 miles per hour (mph), as it is today.
The new alignment would be located to the south of the existing bridge, allowing for traffic to be maintained along the existing bridge while the proposed bridge is constructed. Demolition of the existing bridge would be phased, so that traffic would be maintained within the existing corridor for most of the construction duration and progressively be transferred from the existing bridge to the new bridge. Emergency vehicles would have 24 hours a day, 7 days a week access to pass through the corridor for emergencies. The corridor would continue to be used as a Hurricane Evacuation Route during construction as it is today.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by 10/31/2025 (PD&E Study)
b) Design to be completed by 12/31/2027
c) Right-of-Way requirements identified and provided to the Department by NA
d) Right-of-Way to be certified by NA
e) Construction contract to be let by 06/01/2028

f) Construction to be completed by 06/01/2032

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Town of Bay Harbor Islands 1030 95th Street Bay Harbor Islands, FL 33154	452428-3-38-01 452428-4-34-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2026 (Local Program)	$ 9,500,000.00	$ 9,000,000.00	$ ____	$ 500,000.00
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 9,500,000.00	$ 9,000,000.00	$ 0.00	$ 500,000.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Design Phase State 34)				
FY: 2026 (ILocal Transportation Project)	$ 5,500,000.00	$ 4,500,000.00	$ 1,000,000.00	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 5,500,000.00	$ 4,500,000.00	$ 1,000,000.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 15,000,000.00	$ 13,500,000.00	$ 1,000,000.00	$ 500,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature Date

AGREEMENT

between

Town of Bay Harbor Islands

and

BCC Engineering, LLC

for

Engineering Consultant Services for Bridge Project and Compliance Support

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

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 13th day of August, 2025 by and between:

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

and

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

WHEREAS, the Town Council of the Town of Bay Harbor Islands, Florida at its meeting of August 13, 2025, authorized by motion the execution of this Agreement between CONSULTANT and TOWN authorizing the performance of Engineering, RFQ No. 5-1026-PW-0-2025/FVR, incorporated herein, (the "Agreement"); and Consultant Services for Bridge Project Compliance and Support

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

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

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

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

1.1 AGREEMENT: Means this document between the TOWN and CONSULTANT dated August 13, 2025, and any duly authorized and executed Amendments to the Agreement.

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

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

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

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

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

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

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

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

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

1.11 CONSULTANT: BCC Engineering LLC., the CONSULTANT selected to perform professional services pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2
PREAMBLE

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

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

ARTICLE 3
SCOPE OF SERVICES

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

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

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

ARTICLE 4
GENERAL PROVISIONS

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

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

ARTICLE 5
PRIORITY OF PROVISIONS

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

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

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

Third priority: This AGREEMENT.

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

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

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

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

ARTICLE 6
TASK ORDERS

6.1 The Project will be divided into "Tasks."

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

ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

7.1 TERM.

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

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

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

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

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

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

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

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

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not-To-Exceed Amount Compensation

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

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

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

8.2 REIMBURSABLES

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

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

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

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

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

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

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

8.3 METHOD OF BILLING

8.3.1 Not-To-Exceed Amount Compensation

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

8.4 METHOD OF PAYMENT

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

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

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

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

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

ARTICLE 9
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

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

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

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

ARTICLE 10
CONSULTANT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

10.9.2 Unless otherwise agreed by both Parties in writing, any change to the work identified as an *Error* on the part of the CONSULTANT shall be considered an additional cost to the TOWN which would not have been incurred without such Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT at no additional cost to the TOWN.

For purposes of this Agreement, *Omissions* shall mean work required for the Project that was not included in the original design due to oversight or miscalculation by the CONSULTANT. The CONSULTANT shall make reasonable efforts to minimize such Omissions and, if they occur, shall cooperate fully with the TOWN in addressing and mitigating any resulting additional cost.

10.9.3 If the cumulative additional costs to the TOWN directly attributable to the CONSULTANT's Errors and Omissions exceed two percent (2%) of the total Construction Cost of the Project, the TOWN reserves the right to recover from the CONSULTANT the portion of such costs exceeding the two percent (2%) threshold, to the extent such costs are determined to have resulted from the CONSULTANT's failure to meet the applicable professional standard of care.
Any such recovery may be made by offset against payments otherwise due under this Agreement or through other remedies available at law or in equity. The Contract Administrator's determination as to whether a Change Order is caused by an Error or Omission, taking into consideration industry standards.

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

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

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

ARTICLE 11
TOWN'S RESPONSIBILITIES

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

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

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

11.4 TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the CONSULTANT.

ARTICLE 12
MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

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

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

12.2 TERMINATION

12.2.1 Termination for Cause. It is expressly understood and agreed that the TOWN may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely or satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 12.27. In the case of termination by the TOWN for cause, the CONSULTANT shall be first granted a 10-working day cure

period after receipt of written notice from the TOWN. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the TOWN from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates forthe actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, the CONSULTANT shall indemnify the TOWN against any and all loss pertaining to this termination.

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

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

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

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

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

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

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

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

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

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

apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color,gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

12.5 MINORITY PARTICIPATION

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

12.6 PUBLIC ENTITY CRIMES ACT

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

12.7 SUBCONSULTANTS

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

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

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

The list of sub-consultants submitted is as follows:

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

12.8 ASSIGNMENT AND PERFORMANCE

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

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

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

12.9 INDEMNIFICATION OF TOWN

12.9.1 CONSULTANT shall indemnify and hold harmless TOWN, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement.

In the event that any action or proceeding is brought against the TOWN arising out of the CONSULTANT's services, the CONSULTANT shall, upon

written notice from the TOWN, defend or reimburse the TOWN for reasonable defense costs incurred, using counsel reasonably acceptable to the TOWN, to the extent such costs are caused by the negligence, recklessness, or intentional misconduct of the CONSULTANT or persons employed or utilized by the CONSULTANT.

Pursuant to Section 558.0035, Florida Statutes, an individual or agent of CONSULTANT may not be held individually liable for negligence arising out of this Agreement, provided such individual or agent is acting within the course and scope of his or her employment or agency.

The Parties mutually waive consequential damages for claims, disputes, or other matters arising out of or relating to this Agreement; however, this waiver shall not apply to any third-party claims or indemnification obligations provided herein

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

12.10 LIMITATION OF TOWN'S LIABILITY

Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the TOWN's liability as set forth in Section 768.28, Florida Statutes (2024), or to extend the TOWN's liability beyond the limits established in said Section 768.28 (2024); and no claim or award against the TOWN shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

12.11 INSURANCE

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

approval by the TOWN's Risk Manager.

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Professional Liability

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

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

Umbrella/Excess Liability

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

Employer's Liability.

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

a) CONSULTANT shall provide the Town with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

b) CONSULTANT shall provide to the Town a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c) In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d) In the event the Agreement term or any surviving obligation of CONSULTANT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, CONSULTANT

shall provide the Town with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Town reserves the right to suspend the Agreement until this requirement is met.

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

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

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

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

The Certificate Holder should read as follows:

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

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

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

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

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

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

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

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

12.12 REPRESENTATIVE OF TOWN AND CONSULTANT

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

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

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

12.14 CONSULTANT'S STAFF

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

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

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

12.15 INDEPENDENT CONTRACTOR

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

12.16 THIRD PARTY BENEFICIARIES

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

12.17 CONFLICTS

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

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

In the event CONSULTANT is permitted to utilize subconsultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such

subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

12.18 CONTINGENCY FEE

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

12.19 WAIVER OF BREACH AND MATERIALITY

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

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

12.20 COMPLIANCE WITH LAWS

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

12.21 SEVERABILITY

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

12.22 JOINT PREPARATION

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

12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or

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

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

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

12.25 SOLICITATION AND EXHIBITS

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

12.26 EXECUTION IN COUNTERPARTS

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

12.27 NOTICES

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

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

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

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

12.28 PERMITS, LICENSES AND TAXES

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

12.29 ENVIRONMENTAL, HEALTH AND SAFETY

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

12.30 STANDARD OF CARE

CONSULTANT represents that it is qualified to perform the work, that

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

12.31 TRUTH-IN-NEGOTIATION CERTIFICATE

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

12.32 EVALUATION

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

12.33 STATUTORY COMPLIANCE

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

12.34 SCRUTINIZED COMPANIES

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

Town may terminate this Agreement at the TOWN's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorist Sectors List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

12.35 PUBLIC RECORDS

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

CONSULTANT shall:

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

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

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

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

TOWN.

12.36 INTELLECTUAL PROPERTY

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

12.37 RIGHTS IN DOCUMENTS AND WORK

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

12.38 REPRESENTATION OF AUTHORITY

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

12.39 NON-DISCRIMINATION

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

12.40 E-VERIFY

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

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

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

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

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

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

12.41 ANTI-HUMAN TRAFFICKING

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

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

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

TOWN

TOWNOF BAY HARBOR ISLANDS, a Florida municipal corporation

By: _____
Lindsley Noel
Town Manager

Date: 10/17/2025

ATTEST:

By: _____
Evelyn Herbello
Town Clerk

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

WITNESSES:

Karina Tijerino

Karina Tijerino
Print Name

VICTOR HERRERA
Print Name

(CORPORATE SEAL)

BCC ENGINEERING, LLC,
a Florida limited liability company.

By: _____

Print Name: Eugenio L. Ochoa

Title: Senior Vice President

BCC ENGINEERING, LLC CORPORATE SEAL 1994 FLORIDA

STATE OF Florida :

COUNTY OF Miami-Dade :

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16th day of October, 2025, by (Name) as (Title) of BCC Engineering, LLC, a Florida limited liability company. Eugenio Ochoa Senior Vice President

Notary Public State of Florida
Ellie A. Perez
My Commission HH 691813
Expires 6/24/2029

_____
(Signature of Notary Public - State of Florida)

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

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT A

SCOPE OF SERVICES

3.1 Purpose

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

3.2 Require Qualifications

The selected firm(must possess:

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

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

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

3.3 Scope of Services

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

3.4 Work Standards

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

FDOT Compliance Requirements

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

3.5 Tasks

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

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

of municipal projects.

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

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

3.6 Schedule

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

3.7 Functional Areas of Interest

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

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

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

3.8 Quality Assurance/Quality Control

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

The consultant is responsible for the professional quality, technical accuracy and coordination of all pre- design services, designs, drawings, specifications, cost estimates and other services furnished by the consultant and their sub-consultants. It is the consultant's responsibility to independently and continually QC their plans, specifications, and all other project deliverables. Upon Town request, the consultant shall provide the Town with a marked up set of plans and specifications showing the consultant's QC review.
The mark-ups submittals shall include the names of the consultant's staff that performed the QC review for each component or functional area (e.g., structures, roadway, drainage, etc.).

3.9 Document Submittal Format

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

EXHIBIT B - HOURLY RATES

CCNA- Engineering Consultant Services for Bridge Project, Compliance and Support.

Hourly Billing Rates for Task Orders

Classification	Hourly Rate	FINAL AGREED RATES
CIVIL ENGINEERING SERVICES	BCC Engineering	
TRANSPORTATION/BRIDGE ENGINEERING SERVICES		
WATER & WASTEWATER ENGINEERING SERVICES		
STRUCTURAL ENGINEERING SERVICES		
Principal Engineer	$ 535.22	$ 280.00
Project Manager	$ 319.17	$ 265.00
Chief Engineer	$ 310.66	$ 265.00
Project Engineer (PE)	$ 243.99	$ 200.00
Staff Engineer, E.I.	$ 144.90	$ 125.00
Senior Designer	$ 162.09	$ 130.00
Drafts Person/CADD Operator	$ 135.38	$ 100.00
Clerical/Administrative Staff	$ 84.00	$ 70.00
Chief Planner	$ 238.48	$ 135.00
Senior Planner	$ 157.08	$ 140.00
Project Planner	$ 136.35	$ 110.00
Planner	$ 105.79	$ 95.00
Chief Utility Coordinator	$ 180.00	$ 160.00

Utility Coordinator	$ 90.00	$ 90.00
Mechanical/Electrical/Architecture	**Subconsultant - Parsons**	
Mechanical Engineer (PE)	$ 369.90	$ 230.00
Electrical Engineer (PE)	$ 305.52	$ 230.00
Project Architect	$ 245.68	$ 200.00
Landscape Architecture and Planning Services	**Subconsultant - Miller Leg**	
Senior Landscape Architect	$ 230.00	$ 205.00
Project Landscape Architect	$ 170.00	$ 170.00
Staff Landscape Architect	$ 140.00	$ 110.00
Landscape / Irrigation Designer	$ 125.00	$ 100.00
Environmental Services / Monitoring	**Subconsultant - SmartSciences**	
Principal Scientist	$ 285.00	$ 220.00
Sr. Environmental Scientist II	$ 225.00	$ 195.00
Sr. Environmental Scientist I	$ 185.00	$ 165.00
Project Environmental Scientist II	$ 170.00	$ 140.00
Project Environmental Scienitist I	$ 165.00	$ 115.00
Staff Environmental Scientist II	$ 150.00	$ 110.00
Staff Environmental Scientist I	$ 135.00	$ 90.00
Field Technician	$ 100.00	$ 90.00
Clerical/Administrative Staff	$ 75.00	$ 70.00
Environmental Services / Monitoring	**Subconsultant - NV5**	
Principal Scientist	$ 300.00	$ 210.00
Sr. Environmental Scientist I	$ 175.00	$ 155.00
Project Environmental Scienitist I	$ 150.00	$ 115.00
Staff Environmental Scientist I	$ 125.00	$ 90.00
Field Technician	$ 115.00	$ 70.00
Clerical/Administrative Staff	$ 75.00	$ 70.00

Geotechnical Engineering	Subconsultant - HRES			
A. FIELD SERVICES & TESTING	-			
TEST BORINGS	-			
Standard Penetration Test Borings (ATSM D-1586) - Truck-Mounted Rig: 0-50Ft	$ 18.00	$	18.00	lf
Standard Penetration Test Borings (ATSM D-1586) - Truck-Mounted Rig: 50-100Ft	$ 24.00	$	24.00	lf
Grout Boreholes-Truck-Mounted Rig: 0-50Ft	$ 8.50	$	8.00	lf
Grout Boreholes-Truck-Mounted Rig: 50-100Ft	$ 11.00	$	9.00	lf
Temporary Casing 3" - Truck-Mounted Rig: 0-50Ft	$ 10.50	$	10.50	lf
Temporary Casing 3" - Truck-Mounted Rig: 50-100Ft	$ 11.50	$	11.50	lf
Extra SPT Samples - Truck-Mounted Rig: 0-50Ft	$ 60.00	$	40.00	lf
Extra SPT Samples - Truck-Mounted Rig: 50-100Ft	$ 70.00	$	55.00	lf
Geo Wash Boring - 0-50Ft	$ 10.00	$	10.00	lf
Geo Wash Boring - 50-100Ft	$ 15.00	$	12.50	lf
Drill Rig Mobilization - Truck Mounted	$ 500.00	$	425.00	each
Mobilization Tri-Pod	$ 400.00	$	350.00	lf
MOT Arrow Board	$ 50.00	$	50.00	day
MOT Cones	$ 3.50	$	3.50	each
MOT Signs	$ 5.00	$	5.00	each
Geo/MOT Drill Crew Support Vehicle	$ 50.00	$	42.50	each
Permeability/Percolations Tests – Field (SFWMD Usual Open Hole Method): 0 - 15 Ft	$ 550.00	$	475.00	each
Double Ring Infiltration Test (DRI)	$ 600.00	$	525.00	each
Asphalt Pavement Coring - 6" Dia without Base Depth Check	$ 150.00	$	125.00	each
Geo Drill Crew - 2 Person	$ 170.00	$	170.00	hour
Geo Drill Crew - 3 Person	$ 255.00	$	225.00	hour
SOIL TESTING	-			
Field Density/Test (five [5] minimum per visit)	$ 75.00	$	55.00	each
Standard Proctors (Each)	$ 170.00	$	145.00	each
Modified Proctors (Each)	$ 190.00	$	165.00	each

Limerock Bearing Ratio Test (Each)	$ 350.00	$ 350.00	each
Atterberg Limit Test (Each)	$ 95.00	$ 90.00	each
Soils Corrosion Series (FM 5-550 through 5-553)	$ 180.00	$ 160.00	each
Soils Materials Finer than 200 Sieve (FM 1-T011)	$ 55.00	$ 40.00	each
Soils Moisture Content Lab (AASHTO T265)	$ 20.00	$ 20.00	each
Soils Organic Content Ignition (FM 1 T-267)	$ 55.00	$ 45.00	each
Soils Particle Size Analysis (AASHTO T88)	$ 65.00	$ 55.00	each
SAMPLING & TESTING OF FRESH CONCRETE	-		
Field Sampling Fresh Concrete (sampling, molding, slump testing, temperature) (Per Hour)	$ 85.00	$ 75.00	hour
Curing, capping and compressive strength testing of concrete cylinders in Consultant's	$ 145.00	$ 100.00	set
Cylinder Pickup (Per Hour)	$ 75.00	$ 60.00	hour
Engineering Technician (Stand-by Time)	$ 85.00	$ 85.00	hour
MASONARY MATERIALS	-		
Field Sampling (sampling, molding, flow cone test, testing, temperature) (Per Hour)	$ 85.00	$ 55.00	hour
Grout Prism Test - Per Prism	$ 175.00	$ 110.00	each
2"x2" Cubes Test (Six [6] per set) - Per Cube	$ 45.00	$ 45.00	each
Masonry Sample Pickup (Per Hour)	$ 75.00	$ 75.00	hour
AGGREGATE TESTING	-		
Grain size determination:	-		
A. Full grain size (8 sieves)	$ 85.00	$ 80.00	each
B. Wash through (#200)	$ 60.00	$ 60.00	each
Sieve Analysis – Course Aggregate	$ 85.00	$ 75.00	each
ASPHALT TESTING	-		
Asphalt Cores (obtaining core samples) (Min. 3) - Does Not Include MOT, Report	$ 100.00	$ 85.00	each
MISCELLANEUS SERVICES	-		

Install Groundwater Monitoring Well, <25' (per PBCWUD Stds & Details), 2" dia., min. 2	$ 65.00	$ 65.00	lf
Install Groundwater Monitoring Well, 25' - 50' (per PBCWUD Stds & Details), 2" dia., min 2	$ 90.00	$ 40.00	lf
Drill Rig Mobilization - Truck Mounted	$ 500.00	$ 450.00	each
FOUNDATION TESTING SERVICES	-		
Vibration/ Noise Monitoring Equipment - seismograph with geophone or microphone	$ 200.00	$ 175.00	hour
SITE PREPARATION MONITORING & TESTING	-		
In-situ Density Tests - Nuclear Gauge Method (ASTM D 2922)	Same as Field Density/Test (five [5] minimum) Above		
MONITOR WELL INSTALLATION & TESTING	-		
Non-Environmental (2-inch diameter)* 0 - 25-ft depth	$ 65.00	$ 40.00	lf
Environmental (2-inch diameter)* 0 - 25-ft depth	$ 90.00	$ 50.00	lf
Drill Rig Mobilization - Truck Mounted	$ 500.00	$ 450.00	each
Well sampling * (Inspector)	$ 95.00	$ 90.00	hour
B. PERSONNEL	-		
Principal Engineer	-		
Senior Engineer	$ 185.00	$ 185.00	
Project Engineer (PE)	$ 155.00	$ 155.00	
Staff Engineer	$ 115.00	$ 115.00	
Sr. Inspector	$ 115.00	$ 110.00	
Inspector	$ 95.00	$ 82.50	
Drafts Person/Cad Operator	$ 95.00	$ 95.00	
Clerical/Administrative Staff	$ 62.00	$ 62.00	
Land Surveying & Mapping Services	**Subconsultant - MG Vera**		
Principal Surveyor	$ 334.17	$ 220.00	

Sr. Professional Land Surveyor	$ 244.32	$ 190.00	
Professional Land Surveyor	$ 212.17	$ 150.00	
Survey CADD / GIS Tech	$ 109.30	$ 109.50	
Field Crew Supervisor	$ 176.81	$ 120.00	
Survey Crew	$ 247.53	$ 210.00	
Administrative	$ 112.51	$ 70.00	
Marine / Coastal Engineering	**Subconsultant - Intera**		
Principal Engineer	$ 295.03	$ 280.00	
Senior Engineer / Project Manager	$ 253.82	$ 220.00	
Project Engineer (PE)	$ 182.91	$ 182.95	
Staff Engineer, E.I.	$ 118.31	$ 118.30	
Senior Designer	$ 108.34	$ 108.35	
Subsurface Utility Exploration	**Subconsultant - MG Vera**		
Project Manager/PE/PLS PLS	$ 220.21	$ 220.20	
Utility Location Manager/Party Chief	$ 125.37	$ 125.40	
CADD Operator	$ 138.23	$ 115.00	
Technical Locator/Instrument Op.	$ 99.66	$ 90.00	
Clerical	$ 112.51	$ 70.00	
1 Utility Test Hole 0-6' - per hole	$ 2,434.97	$ 2,400.00	job
2 Utility Test Holes 0-6' - per hole	$ 1,217.49	$ 1,200.00	job
3 or More Utility Test Holes 0-6' - per hole	$ 858.00	$ 850.00	job
Excess Depth (Over 6') - per foot	$ 139.04	$ 140.00	lf
Traffic Control – Arrow Board**	$ 278.07	$ 275.00	day
Construction, Engineering, and Inspections	**BCC Engineering - CEI**		
Senior Project Engineer II	$ 374.40	$ 225.00	
Senior Project Engineer I	$ 208.00	$ 200.00	
Project Administrator / Project Engineer	$ 217.60	$ 190.00	
Senior Inspector	$ 134.40	$ 134.00	
Inspector	$ 96.00	$ 96.00	

Corrosion Testing	**Subconsultant - Concorr**	
Senior Engineer / Project Manager	$ 300.59	$ 265.00
Project Environmental Scientist	$ 106.93	$ 106.93
Field Crew Supervisor	$ 80.06	$ 80.00
Survey Crew	$ 56.34	$ 56.35
Photogrammetric Mapping Services	**Subconsultant - IF Rooks**	
SUR Aerial Sensor Operator	$ 79.60	$ 79.60
SUR Chief Surveyor	$ 290.86	$ 225.00
SUR Mobile Survey Analyst 3	$ 119.78	$ 110.00
SUR Single Engine Aircraft Pilot	$ 127.36	$ 127.35
Technician Aid	$ 79.60	$ 70.00
Cultural Resources	**Subconsultant - Janus Research**	
Project Manager	$ 255.16	$ 220.00
Archaeologist	$ 79.99	$ 75.00
Chief Archaeologist	$ 142.23	$ 130.00
Senior Archaeologist	$ 90.14	$ 90.15
Chief Scientist (Chief Architectural Historian)	$ 198.11	$ 190.00
Senior Scientist (Senior Architectural Historian)	$ 135.79	$ 135.80
Scientist (Architectural Historian)	$ 80.02	$ 80.00
Graphic Designer	$ 80.43	$ 80.50
Secretary/Clerical	$ 54.08	$ 54.00
PUBLIC INVOLVEMENT	**Subconsultant - MRG**	
Senior Community Outreach Specialist	$ 121.25	$ 85.00
Community Outreach Specialist	$ 87.80	$ 55.00
Graphic Designer	$ 109.40	$ 85.00

RESOLUTION NO. 2498

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

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

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

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

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

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

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

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

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

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

Section 4. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 13th day of August 2025.

Motion By: Vice Mayor Bruder
Second By: Council Member Yaffe

FINAL VOTE ON ADOPTION:

Council Member Teri D'Amico	Yes
Council Member Molly Diallo	Yes
Council Member Joshua Fuller	Absent
Council Member Eric Rappaport	Yes
Council Member Robert Yaffe	Yes
Vice Mayor Stephanie Bruder	Yes
Mayor Isaac Salver	Yes

ISAAC SALVER, MAYOR

ATTEST:

EVELYN HERBELLO, MMC
INTERIM TOWN CLERK

APPROVED AS TO FORM:

GREENSPOON MARDER LLP
TOWN ATTORNEYS

TASK ORDER No. XX

Dated this 3rd day of February, 2026

PUBLIC WORKS DEPARTMENT

PROCUREMENT SUPPORT FOR:
FM 452428-1-21-01 – BRIDGE NO. 875101 – BROAD CAUSEWAY BRIDGE OVER INTERCOASTAL WATERWAY

PROFESSIONAL SERVICES

This Task Order between the Town of Bay Harbor Islands, a Florida municipal corporation ("TOWN"), and BCC Engineering, LLC, a limited liability company authorized to transact business in Florida ("CONSULTANT"), is pursuant to the Engineering Consultant services for Bridge Project and Compliance Support Consultant Services Agreement dated October 17, 2025 and expiring on October 17, 2028 ("MASTER AGREEMENT").

PROJECT BACKGROUND

Professional Services related to a continuing contract for Engineering Consultant Services. Services for this projects may include construction specification development; contract and bidding document development; code analysis; jurisdictional review and permitting assistance; bid/award support and concurrence; negotiation support; construction/contract administration services; construction phase field support services; inspections; construction observation and project progress documentation; post-occupancy surveys and related services; surveying; photographic and video-graphic project support; GIS and CADD project support; other data and information system project support, etc.

Under this TWO, the CONSULTANT will support the TOWN with procurement review and documentation support on the services required for the planning, design, permitting, bidding assistance, and construction support for bridge replacement project on Bridge No. 875101 - Broad Causeway Bridge, consistent with all applicable Federal, State, and Local regulations.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the Town the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the TOWN. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for

their independent QC review. The Town shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the TOWN with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall support the TOWN during the complete duration of the procurement for FM 452428-1-21-01 – Bridge No. 875101 – Broad causeway bridge over intercoastal waterway

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

Task 1 – Support for Request for Qualifications (RFQ) Package

- Compliance with local procurement requirements, state and federal funding guidelines, best practices for consultant selection including LAP Coordination requirements
- Review Statement of Qualifications Submittals
    a. Evaluate all the submittals. Tabulate notes, create scoring criteria for the following:
        i. Firm Qualifications and Experience
        ii. Qualifications of Project Team
        iii. Approach to Scope of Work
            1. Value Added/Innovations
            2. Cost
            3. Constructability
        iv. Previous Similar Project Experience
- Respond to questions, presubmittal meeting, coordinate site visit, technical advisor for section committee
- Permitting and Environmental Reviews
- Attending commission meeting for award

Deliverables: There are no deliverables under this TWO.

PROJECT ASSUMPTIONS

- TOWN shall provide access to site.
- Assumes 5 Teams submitting documents

- Assumes no Alternative Concepts Reviews
- Town shall provide existing electronic CAD files, if available.
- Town shall provide all submitted proposals to the CONSULTANT.
- The following items are excluded from the Scope of Services:
    - More than two (2) pre-submittal meeting
    - More than two (2) site visits during procurement
    - Regularly scheduled meetings and design/coordination meeting (more than 5)

ADDITIONAL SERVICES

If authorized in writing by the TOWN, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The TOWN, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Task 1 - Support for Request for Qualifications (RFQ) Package during the duration of the procurement.

PROJECT FUNDING

Performance of this project is at the TOWN's discretion and may be contingent upon the TOWN receiving funding and work shall not begin until the TOWN provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the TOWN for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the TOWN's approved pay application request form. The CONSULTANT shall submit the pay application request to the TOWN's Project Manager for review and approval. Once the TOWN's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the TOWN's accounts payable department via email (mromero@bayharborislands-fl.gov) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Task 1 - Support for Request for Qualifications (RFQ) Package	$248,820.00
Grand Total	**$248,820.00**

TOWN CONTACTS

Requests for payments should be directed to Town of Bay Harbor Islands Accounts Payable via e-mail to mromero@bayharborislands-fl.gov after getting approval from the TOWN's Project Manager. All other correspondence and submittals should be directed to the attention of Randy Daniel, Town Engineer, at the address shown below. **Please be sure that all correspondence refers to the TOWN project number and title as stated above.**

Randy Daniel, PE
Town Engineer
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154
305-866-6241 ext 121
rdaniel@bayharborislands-fl.gov

CONSULTANT CONTACTS

Joan De La Rosa, PE
BCC Engineering, LLC
6401 SW 87th Ave
Miami, FL 33174
Email: jdelarosa@bcceng.com
Phone: 305-670-2350

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 municipal corporation of the State of Florida.

_____
Lindsley Noel
Town Manager

_____
Date

CONSULTANT

WITNESSES:

_____,BCC Engineering LLC.,
a Florida limited liability company.

_____

_____
[Witness print/type name]

_____
[Print Name, check title]

☐ President ☐ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

_____

_____
[Witness print/type name]

ATTEST:

(CORPORATE SEAL)

_____
Secretary

_____
[Print Name]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025, by _____ as_____ for _____, a _____ company (or corporation).

(SEAL)

_____ (Signature of Notary Public – State of Florida)

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

Personally Known_____ OR Produced Identification_____

Type of Identification Produced _____

Exhibit A – Work Break Down Fee Schedule

TWO NO. XX - ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Task	Total Hours	Principal Engineer $280.00	Project Manager $265.00	Chief Engineer $265.00	Project Engineer (PE) $200.00	SH By Activity	Salary Cost By Activity	Average Rate Per Task
Review of Request for Qualifications (RFQ) Package								
Compliance with local procurement requirements, state and federal funding guidelines, best practices for consultant selection including LAP Coordination requirements	120	12	60	36	12	120	$31,200	$260.00
Review Statement of Qualifications Submittals Evaluate all the submittals. Tabulate notes, create scoring criteria for the following: 1. Firm Qualifications and Experience 2. Qualifications of Project Team 3. Approach to Scope of Work a. Value Added/Innovations b. Cost c. Constructability 4. Previous Similar Project Experience	500	50	250	150	50	500	$130,000	$260.00
Respond to questions, presubmittal meeting, coordinate site visit, technical advisor for section committee	124	12	62	37	12	124	$32,240	$260.00
Attend meetings for resolution and award	48	5	24	14	5	48	$12,480	$260.00
Permitting and Environmental Reviews	40	4	20	12	4	40	$10,400	$260.00
Unknown Submittals and Multiple Disciplines Review (15%)	125	13	63	38	13	125	$32,500	$260.00
Total Staff Hours		96	479	287	96	957		
Total Staff Cost		$26,796.00	$126,802.50	$76,081.50	$19,140.00		**$248,820.00**	**$260.00**

Check = $248,820.00

SALARY RELATED COSTS:		$248,820.00
GRAND TOTAL ESTIMATED FEE:		**$248,820.00**

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A TASK WORK ORDER WITH BCC ENGINEERING, LLC IN THE AMOUNT OF $248,820 FOR ENGINEERING AND COMPLIANCE SERVICES REQUIRED PURSUANT TO THE LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF THE BROAD CAUSEWAY INTRACOASTAL WATERWAY BRIDGE (FDOT BRIDGE NO. 875101); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands ("Town") obtained Local Agency Program ("LAP") certification on September 10, 2025, which allows the Town to partner with the Florida Department of Transportation ("FDOT") on projects utilizing federal and state funding; and

WHEREAS, the Town has secured a federal grant in the amount of $500,000 and a state grant in the amount of $1,000,000 to offset a portion of the design costs associated with the Broad Causeway Intracoastal Waterway Bridge (FDOT Bridge No. 875101); and

WHEREAS, the Broad Causeway Intracoastal Waterway Bridge, constructed in 1951, has been determined by FDOT to be structurally deficient and functionally obsolete, with a sufficiency rating of 11.1 out of 100 and safety concerns including inadequate pedestrian accommodations; and

WHEREAS, the Town issued a Request for Qualifications (RFQ) for LAP Assistance on April 8, 2025, with responses due on May 6, 2025, and BCC Engineering, LLC ("BCC") was the sole respondent and was subsequently approved by FDOT to assist the Town with bridge design projects under the LAP program; and

WHEREAS, BCC Engineering, LLC, a continuing services engineering consultant to the Town, has submitted a proposal in the amount of $248,820 to provide engineering and compliance services required pursuant to the LAP Agreement for the design of the Broad Causeway Intracoastal Waterway Bridge.

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

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

Section 2 Approval of Task Work Order. The Town Council hereby approves a Task Work Order with BCC Engineering, LLC in the amount of $248,820 for engineering and compliance services required pursuant to the LAP Agreement for the design of the Broad Causeway Intracoastal Waterway Bridge (FDOT Bridge No. 875101).

Section 3 Implementation. The Town Manager is authorized to execute the Task Work Order and any documents necessary to implement the provisions of this Resolution.

Section 4 Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution.

Section 5 Conflicts. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 6 Effective Date. This Resolution shall take effect upon its passage and adoption

PASSED and ADOPTED this 12th day of March, 2026.

Motion By: _____

Second By: _____

FINAL ADOPTION VOTE:

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:

_____

MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: Tania Cruz-Gimenez, Esq.

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:	Gerald Bryan Fausto Vargas-Reyes Sam Zamacona, E.I.	Finance Director Procurement Officer Capital Improvement Program Director
DATE:	March 12, 2026	
SUBJECT:	Approval of a Task Work Order with BCC Engineering LLC, for Engineering and Compliance support for the design of the Bay Harbor Waterway and Indian Creek bridges	

1,0 RECOMMENDATIONS

Consideration and approval of a contract with BCC Engineering LLC (BCC) in the amount of $87,360 for Engineering and Compliance support in the design of the Bay Harbor Waterway Bridge, Bridge # 875102 and the Indian Creek Bridge, Bridge # 875103.

2.0 BACKGROUND

2.1 LAP CERTIFICATION

The Town of Bay Harbor Islands obtained LAP certification for Bridge Designs on September 10, 2025. LAP certification is required to partner with FDOT in projects that utilize Federal and State funds. The Town received Federal funds in the amount of $525,520 (out of a total estimated design cost of $700,693) for bridge # 875102 and $750,000 (out of a total estimated design costs $1,551,269) for bridge # 875103. If LAP certification was not obtained, nor the LAP Agreements approved by Resolutions 2532 and 2533, the Town would have forfeited all Federal funding for these bridge designs.

As mentioned earlier, an approved LAP Certification Tool was one of the prerequisites for the Town's LAP certification and Section G in the LAP Certification Tool requested information from the Town on which project elements would require outside assistance. The following were submitted in response and consequently the services provided by BCC in this Task Work Order will include but not be limited to: Environmental Engineering, Transportation Engineering, Designs, Construction Engineering Inspection, Contract Administration and Project Close Out.

It is expected that BCC will provide assistance with three (3) bridge designs, and this memorandum addresses two of the three bridge projects, the Bay Harbor Waterway Bridge (#875102) and the Indian Creek Bridge (# 875103). A separate memorandum handles assistance for the third bridge, the Broad Causeway Intra Coastal Waterway Bridge (Bridge # 875101).

At the August 13, 2025, regular Council Meeting, Council approved the agreement with BCC and the executed agreement with BCC is attached. The associated Resolution # 2498 that approves BCC for Engineering and Compliance support is also attached.

2.2 CONDITION OF BRIDGES

2.2.1 BAY HARBOR WATERWAY BRIDGE

The Bay Harbor Waterway Bridge was built in 1958, and because of its age, has been categorized as structurally deficient by FDOT. In 2024 FDOT issued a National Bridge Inspection (NBI) rating of 4 for the bridge deck and superstructure. This rating translates to a "poor condition" of these structural elements and any municipal bridge that receives an inspection rating below 5 (out of 10), is added to the Statewide Bridge Replacement list, thereby making it available for Federal and State Grant funding. This program has a federal funding cap of 75% on $5M contract, and the local municipality funds the remaining 25%.

As a result, the Bay Harbor Waterway Bridge (Bridge # 875102) was added to the Statewide Bridge Replacement list and funding has been assigned based on FDOT's estimate of the design and construction costs.

2.2.2 INDIAN CREEK BRIDGE

The Indian Creek Bridge was built in 1963, and because of its age, has been categorized as structurally deficient by FDOT. In 2024 FDOT issued a National Bridge Inspection (NBI) rating of 4 for the bridge deck and superstructure. This rating translates to a "poor condition" of these structural elements. This bridge also received an inspection rating below 5 (out of 10), and was added to the Statewide Bridge Replacement list, thereby making it available for Federal and State Grant funding.

DISCUSSION

BCC Engineering LLC (BCC) 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 (formerly 300 Engineering), Hazen and Sawyer, Atkins Realis, and Kimley Horn and Associates (KHA).

The LAP Agreements with FDOT for these bridges were approved by Council on November 12, 2025, regular council meeting and Resolutions 2532 and 2533 were adopted.

Once they were approved by FDOT, BCC was requested to supply their proposal to provide assistance with the LAP bridge design projects. The amount submitted for the Bay Harbor Waterway and Indian Creek Bridges was $87,360. The rates submitted for the Principal Engineer ($280), Project Manager ($265), Chief Engineer ($265), and Project Engineer ($200) are all consistent with the CCNA agreement with BCC.

FINANCIAL ANAYSIS

GL Line-Item Number: 401.5415.400063.000
Total Revised Budget: $7,500,000
Encumbered Amount: $55,202.85 + 248,820.00 (Agenda Item re: Bridge # 875101)
Balance Remaining: $7,195,977

ATTACHMENTS

LAP Certification Tool

LAP Agreements for Bridge #s 875102 & 875103

Approved Resolutions #s 2532 & 2533

Approved Resolution # 2498 for BCC

Proposal from BCC Engineering, LLC

Draft Resolution for Task Work Order

TASK ORDER No. 01

Dated this 7th day of November, 2025

PUBLIC WORKS DEPARTMENT

PROCUREMENT SUPPORT FOR:
FM 453019-1-38-01 – BRIDGE NO. 875102 - NE 96TH STREET OVER BAY HARBOR WATERWAY
FM 453040-1-38-01 – BRIDGE NO. 875103 - KANE CONCOURSE (SR 922) OVER INDIAN CREEK

PROFESSIONAL SERVICES

This Task Order between the Town of Bay Harbor Islands, a Florida municipal corporation ("TOWN"), and BCC Engineering, LLC, a limited liability company authorized to transact business in Florida ("CONSULTANT"), is pursuant to the Engineering Consultant services for Bridge Project and Compliance Support Consultant Services Agreement dated October 17, 2025 and expiring on October 17, 2028 ("MASTER AGREEMENT").

PROJECT BACKGROUND

Professional Services related to a continuing contract for Engineering Consultant Services. Services for this projects may include construction specification development; contract and bidding document development; code analysis; jurisdictional review and permitting assistance; bid/award support and concurrence; negotiation support; construction/contract administration services; construction phase field support services; inspections; construction observation and project progress documentation; post-occupancy surveys and related services; surveying; photographic and video-graphic project support; GIS and CADD project support; other data and information system project support, etc.

Under this TWO, the CONSULTANT will support the TOWN with procurement review and documentation support on the services required for the planning, design, permitting, bidding assistance, and construction support for both bridge replacement projects, consistent with all applicable Federal, State, and Local regulations.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the Town the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the TOWN. All

sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The Town shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the TOWN with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall support the TOWN during the complete duration of the procurement for FM 453019-1-38-01 – Bridge No. 875102 - NE 96th Street over Bay Harbor Waterway & FM 453040-1-38-01 – Bridge No. 875103 - Kane Concourse (SR 922) over Indian Creek

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

Task 1 – Support for Request for Qualifications (RFQ) Package

- Compliance with local procurement requirements, state and federal funding guidelines, best practices for consultant selection including LAP Coordination requirements
- Evaluate Framework and Support
- Respond to questions, presubmittal meeting, coordinate site visit, technical advisor for section committee
- Attending commission meeting for award

Deliverables: There are no deliverables under this TWO.

PROJECT ASSUMPTIONS

- TOWN shall provide access to site.
- Town shall provide existing electronic CAD files, if available.
- Town shall provide all submitted proposals to the CONSULTANT.
- The following items are excluded from the Scope of Services:
    - More than two (2) pre-submittal meeting
    - More than two (2) site visits during procurement
    - Regularly scheduled meetings (more than 3) and more than two (2) design and coordination meeting.

ADDITIONAL SERVICES

If authorized in writing by the TOWN, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The TOWN, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Task 1 - Support for Request for Qualifications (RFQ) Package during the duration of the procurement.

PROJECT FUNDING

Performance of this project is at the TOWN's discretion and may be contingent upon the TOWN receiving funding and work shall not begin until the TOWN provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the TOWN for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the TOWN's approved pay application request form. The CONSULTANT shall submit the pay application request to the TOWN's Project Manager for review and approval. Once the TOWN's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the TOWN's accounts payable department via email (mromero@bayharborislands-fl.gov) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Task 1 - Support for Request for Qualifications (RFQ) Package	$87,360.00
Grand Total	**$87,360.00**

TOWN CONTACTS

Requests for payments should be directed to Town of Bay Harbor Islands Accounts Payable via e-mail to mromero@bayharborislands-fl.gov after getting approval from the TOWN's Project Manager. All other correspondence and submittals should be directed to the attention of Randy Daniel, Town Engineer, at the address shown below. **Please be sure that all correspondence refers to the TOWN project number and title as stated above.**

Randy Daniel, PE
Town Engineer
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154
305-866-6241 ext 121
rdaniel@bayharborislands-fl.gov

CONSULTANT CONTACTS

Joan De La Rosa, PE
BCC Engineering, LLC
6401 SW 87th Ave
Miami, FL 33174
Email: jdelarosa@bcceng.com
Phone: 305-670-2350

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 municipal corporation of the State of Florida.

_____
Lindsley Noel
Town Manager

_____
Date

CONSULTANT

WITNESSES:

Dunay Ruiz
[Witness print/type name]

Andres Brizuela
[Witness print/type name]

(CORPORATE SEAL)

_____,BCC Engineering LLC.,
a Florida limited liability company.

Eugenio L. Ochoa
[Print Name, check title]

☐ President ☑ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary
Jose Munoz
[Print Name]

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14th day of November, 2025, by Eugenio Ochoa as Senior Vice President for BCC Engineering, LLC, a FL Limited Liability company (or corporation).

(SEAL)

Notary Public State of Florida
Ellie A. Perez
My Commission HH 691813
Expires 6/24/2029

(Signature of Notary Public – State of Florida)

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

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

Exhibit A – Work Break Down Fee Schedule

TWO NO. 01 - ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Task	Total Hours	Principal Engineer $280.00	Project Manager $265.00	Chief Engineer $265.00	Project Engineer (PE) $200.00	SH By Activity	Salary Cost By Activity	Average Rate Per Task
Prepare a Request for Qualifications (RFQ) Package								
Compliance with local procurement requirements, state and federal funding guidelines, best practices for consultant selection including LAP Coordination requirements	80	8	40	24	8	80	$20,800	$260.00
Develop Evaluation Criteria and Selection Procedures	0	0	0	0	0	0	$0	#DIV/0!
Evaluate Framework and Support Respond to questions, presubmittal meeting, coordinate site visit, technical advisor for section committee	200	20	100	60	20	200	$52,000	$260.00
Attend meetings for resolution and award	56	6	28	17	6	56	$14,560	$260.00
Total Staff Hours		34	168	101	34	336		
Total Staff Cost		$9,408.00	$44,520.00	$26,712.00	$6,720.00		**$87,360.00**	**$260.00**

Check = $87,360.00

SALARY RELATED COSTS:		$87,360.00
GRAND TOTAL ESTIMATED FEE:		**$87,360.00**

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LAP CERTIFICATION TOOL

Certification and recertification are commitments by the Local Agency (LA) to perform all associated activities of the Federal-Aid Highway Program (FAHP) including but not limited to Title VI compliance, American with Disabilities Act ADA compliance, grant management and fiscal accountability, procurement of professional service and construction administration in adherence with all Federal and State requirements. The LAP Certification Tool is a risk-based assessment of a LA and measures performance-based risk of your participation in **LAP.** Detailed information on each section is located in the Department's ***Local Programs Manual*** (LPM, FDOT Procedure 525-010-300).

Answer each question to the best of your ability. Your District Local Programs (LP) Team is there to provide assistance and support as required while you complete the re/certification process.

A. RISK ASSESSMENT

Source: LP Manual Chapters 5 and 8

1) Based on the risk assessment the Town of Bay Harbor Islands (FM #s 453019-1, 453040-1, & 452428-3) is eligible for: Project Specific Certification

2) Title VI Sub-recipient Assurance date (provided by Central Office): 4/22/2025

3) Risk Assessment date (provided by Central Office): 05/02/2025

4) Number of projects programmed in the current 5 Year Adopted Work Program: 3

B. PROJECT SELECTION

Source: FDOT Work Program Instructions

1) Which project phases does your LA plan to implement through LAP?

Check all that apply:

☐ Planning
☒ Design
☐ Construction
☐ Construction Administration
☐ All of the Above
☐Other:

**Environmental and Right of Way phases are not eligible for delegation to LAs without additional Department approvals. Contact your District LP Administrator for information.*

2) Does your LA prioritize projects through a Metropolitan or Transportation Planning Organization (MPO/TPO) process?

Yes

i. If yes, which MPO/TPO? Miami Dade County TPO

3) The Department is a member of REDI. Counties and communities that meet certain statutory criteria are eligible for waivers or reductions of the local match requirements for such projects. Refer ***to Section 288.06561, Florida Statutes*** (F.S.). Is your city or County eligible for a REDI waiver from the Department?

No

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C. RESPONSIBLE CHARGE

Source: LP Manual Chapter 7

This person (or people) designated responsible charge must be a full-time employee of the LA. The responsible charge is the designated point of contact in GAP. Staff must attend training, be responsive to District staff and attend project meetings with the Department and FHWA.

1) The responsible charge is: Randy Daniel, P.E.; rdaniel@bayharborislands-fl.gov; 786-881-3615

D. GAP

Source: LP Manual Chapter 4

1) Please provide the GAP Administrator name and contact information. This person is responsible for maintaining LA information in GAP including periodically updating contacts within GAP and notifying the Department when a user should no longer have access to GAP. GAP's use and function are described in Chapter 4 and a Help Guide is available to users logged into GAP.

   Randy Daniel, P.E.; rdaniel@bayharborislands-fl.gov; 786-881-3615. Ann Marie Singh, amsingh@bayharborislands-fl.gov; 305-310-9662 (Back up GAP Administrator);

E. MANDATORY TRAINING

Source: LP Manual Chapter 7

The list of mandatory LAP training courses is provided in the LP Manual Chapter 7. The LA may use multiple staff members to satisfy training requirements.

1) Is the LA committed to sending one or more staff members to each course listed in the ***LP Manual*** and sending additional staff at the request of the Department to maintain LAP Certification?

   Yes

F. AGENCY STAFFING

Source: LP Manual Chapters 7 and 14

LAs must have adequate staff to provide oversight for all phases of Federal-Aid project delivery as listed below, or may supplement staff with consultant support as needed to demonstrate adequate oversight staff.

1) Does the LA have adequate staff to manage multiple projects at one time?

   Yes

2) Describe delegation of duties or organizational structure for contract administration.

   The LA team will be led by Randy Daniel (Responsible Charge). Randy Daniel will administer project activities and direct project staff and consultants, as well as oversee the RCS. Administrative support services will be provided by Ann Marie Singh (Back up Gap Administrator). The following staff will have the listed delegation of duties. Fausto Vargas-Reyes (Procurement Officer) will ensure contractual compliance with federal guidelines and regulations regarding EEO and US DOL standards (Davis Bacon Act, Copeland Act, and wages and safety standards). Alex Rosario Garcia, Accounting Manager, will ensure timely payment for project services and construction contracts according to federal regulations, state statutes, and contract terms. Evelyn Herbello will provide support as the ADA and Title VI Coordinator. Consultant Engineer will be hired to provide contract administration and will report directly to the Responsible Charge (RC). Environmental Consultant will be hired to evaluate the environmental and engineering impacts of the project to include NEPA compliance. RCS (TBD) will ensure the CEI firm incorporates FHWA 1273 in all federal-aid construction subcontracts, review and approve the DBE commitments and payments in EOC by the prime contractor. The Town will provide FDOT with the contact information for all consultants when they have been onboarded.

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

G. AGENCY STAFF AUGMENTATION

Source: LP Manual Chapters 7 and 14

LP Manual Section 7.4.1: The LA's LAP certification package may identify consultant staff used to augment LA forces on a regular basis; however, this does not relieve the LA of its responsible charge obligations**.**

1) Per ***Section 7.4.1*** of the LP Manual, identify consultant staff used to augment LA forces on a regular basis. *For example, the LA does not have a professional engineer on staff and routinely uses a consultant P.E. for managing all design phase projects*

   The LA will hire consultant engineers to perform Contract Administration, Construction Engineering Inspection, Environmental Engineering, Transportation Planning, Design Services and Project Close Out. The qualified Environmental Consultant will work in collaboration with the LA to ensure compliance with NEPA requirements. All information regarding these Consultants will be supplied to FDOT as the consultants are onboarded.

2) Will consultant support be limited to specific project phases or required for all project phases? *For example, the LA does not have a professional engineer on staff and routinely uses a consultant P.E. for managing all design phase projects.*

   Limited Support Required

3) If the answer to question 2 is "limited" or "all" phases require routine consultant support, list the phases of work and/or services consultants will perform on behalf of the LA. *For example, project applications, cost estimates, scoping, administration, project management, etc.*

   Permitting, Initial Project Cost estimates, LAP Checklist, Construction Engineering Inspection, Project Management and Contract Administration, Design Services, Environmental Engineering and Project Close Out

H. PROJECT DEVELOPMENT

Source: LP Manual and FDOT Work Program Instructions

1) Identify the staff and/or department within the LA responsible for project development including: preparing and submitting transportation project applications. Provide point of contact information or multiple points of contact if each respective office participates in project development.
   Randy Daniel, P.E. rdaniel@bayharborislands-fl.gov; Ann Marie Singh, amsingh@bayharborislands-fl.gov; Alex Rosario Garcia, arosariogarcia@bayharborislands-fl.gov, 786-656-1093

*Note all Federal-Aid projects must comply with the ADA. Required ADA upgrades within proposed project limits must be identified in the project application and included in the project cost estimate(s) submitted to the Department. Insufficient scoping creates inaccurate project programming and jeopardizes local projects.

2) Has project development staff completed the ADA Design Accessibility Training Course or a similar training course?
   Yes

   i. If yes, list staff name(s), name of course, and date of training here.

      Evelyn Herbello, ADA for Design and Construction (BT-05-0062) 3/17/2025; Randy Daniel, P.E. ADA for Design and Construction-General (BT-05-0062) 3/17/2025

   ii. If no, is staff able to send project development staff to ADA Accessibility Training within the

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next 12 months?

Yes

I. PROCUREMENT - GENERAL

Source: LP Manual Chapters 14, 15, 16, 21

An LA's ability to maintain reimbursement eligibility is dependent on following the applicable Federal and State procurement regulations.

1) Identify staff with federal procurement experience and the primary point(s) of contact for LAP project procurement. Include whether the staff identified support professional services, construction, or both types of procurement actions.

   Fausto Vargas-Reyes, (fvargasreyes-fl.gov; 786-202-6012) will be the primary point of contact for LAP project procurement and will support both types of procurement actions. Fausto Vargas-Reyes has over 10 years experience with procurement of federally funded projects, including compliance 2 CFR 200, FDOT LAP Manual, and Uniform Guidance requirements. He is familiar with DBE, Buy America, and Brooks Act. Fausto Vargas-Reyes will be the main point of contact for all LAP procurement actions. Randy Daniel (rdaniel@bayharborislands-fl.gov; 786-881-3615) will provide support for engineering and design services. Randy Daniel has 20 years of experience in engineering, procurement and contract management. He is involved in advertising, evaluation of contractors, and contract execution for design and construction contracts. The LA will likely hire the consultant firm BCC Engineering to monitor the contractor's performance for compliance with all provisions of FHWA 1273 including the various EEO, OJT, Wages, and DBE requirements. BCC Engineering will provide direct support for compliance with LAP procurement procedures. They are experienced with federal procurement policies and will assist in coordination of solicitation and award processes in accordance with FDOT requirements. BCC Engineering will provide Professional Services.

2) Will the LA send a minimum of one procurement staff member to the training courses identified in ***LP Manual Chapter 7*** to maintain familiarity with federal and state requirements throughout the Certification period? Construction and professional services training are provided in two unique courses and both are mandatory.

   Yes

3) What is the average duration of your professional services and construction procurement processes from advertisement to contract award?

   - Professional Services: 90 Calendar days
   - Construction: 75 Calendar days

4) Identify all locations the LA advertises contracts. Select all that apply.

   ☒ Website. Provide web address(es): www.bayharborislands.gov

   ☒ Newspaper. Provide name of publication(s): Miami Herald Neighbors

   ☒ Vendor bid service. Provide name of service used: Demandstar; website address: www.Demandstar.com

   ☐ Physical Location. Provide name of facility and address(es):

   ☐ Other. Please explain:

5) How will LA staff monitor bid opportunity reporting during and immediately following the solicitation period by both contractors and consultants on federal contracts?

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

The website that is used for construction bid solicitations allows monitoring of the number of hits to the site during the solicitation period, to ensure that competitive bids will be received. At the time of bid opening, the document called "bid results" record the amounts of all bids received and opened, and who submitted them. With regard to Consultants the website also allows monitoring of firms that visit the site, and at the end of the solicitation period, results of the solicitation are recorded. LA Staff will verify all required federal forms are fully completed and submitted. All bid documentation will be cross referenced against federal reporting requirements

6) Does the LA have procurement staff to provide bid opportunity oversight responsibility in the Department's Equal Opportunity Compliance (EOC) database?

Yes

i. If yes, identify the employees with oversight responsibility and access to the Department's EOC database.

Evelyn Herbello eherbello@bayharborislands-fl.gov; 305-315-2754; Fausto Vargas Reyes; fvargasreyes@bayharborislands-fl.gov; 786-202-6012

ii. If no, identify the employee(s) that will be assigned oversight responsibility and access to the Department's EOC database.

7) Identify LA staff who review subcontract(s) terms and conditions and approve for execution with the subcontractor(s) on Federal-Aid projects.

Fausto Vargas Reyes; fvargasreyes@bayharborislands-fl.gov; 786-202-6012

8) Describe the process the LA uses to monitor all subcontracts for incorporation of required federal terms and provisions, including FHWA 1273 and the LAP Terms for Federal-Aid Contracts.

The LA does not contract directly with subcontractors on federal-aid projects. The LA enters into agreements only with the prime contractor or consultant, who is solely responsible for managing all subcontractor relationships. However, to ensure compliance with federal requirements, the LA requires the prime to identify all subcontractors prior to execution of the agreement or issuance of a notice to proceed. This includes: listing all subcontractors and their roles; providing copies of proposed subcontracts if requested; confirming inclusion of all required federal clauses as outlined in 2 CFR 200 Appendix II, the FDOT LAP Manual, and other applicable provisions (e.g., BABA, Davis-Bacon, DBE, EEO). The LA's Procurement Officer will review the subcontractor documentation submitted by the prime to ensure: All required flow-down clauses are included; Subcontractors are not suspended or debarred (verified via SAM.gov); DBE participation and federal compliance requirements are met. While the LA does not directly execute or negotiate subcontractor agreements, the LA performs this oversight as part of their responsibility under the LAP program to ensure federal-aid requirements are satisfied. In addition, LA will monitor all contracts to ensure FHWA 1273 is always included.

9) Is your agency able to remove all preference programs, except those approved by FHWA, from Federal-Aid contracts and subcontracts?

Yes

10) Identify the LA's locally required preference programs applied to contract awards by local ordinance or

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

rule that will need to be removed from Federal-Aid project solicitations and contracts.

☐ Minority business

☐ Disadvantaged business

☐ Small business

☐ Locally adopted wage rates

☐ Local business

☐ Location (physical location in proximity to your jurisdiction)

☐ Materials purchasing (physical location or supplier)

☒ Other: None

11) Does the LA incorporate contract language for termination for cause, convenience, and default in contracts and subcontracts greater than $10,000?
Yes

12) Does the LA develop expected project durations and incorporate beginning and end dates in each contract?
Yes

J. PROCUREMENT – CONTINUING SERVICES CONTRACTS

Source: LP Manual Chapter 14

1) Does the LA have a continuing services contract it would like to utilize for professional services phases of LAP projects?
No

2) If yes, is it a federalized contract approved by the Department?
No

K. PROCUREMENT – PROFESSIONAL SERVICES

Source: LP Manual Chapter 14

1) What is the duration of a typical advertisement period for professional services contracts?
30 –45 Calendar days

2) Does the LA have a pre-qualification or grading program for consultants?
No

   i. If no, does the LA apply the FDOT pre-qualified consultant program requirements to Federal-Aid contracts?
   Yes

3) Does the LA formally evaluate consultants' performance during the contract period? **Performance evaluations are required for all federally funded professional services contracts per **23 CFR 172**.*

No

   i. If yes, identify staff responsible for completing consultant performance evaluations for each contract.

   ii. If no, will the LA establish a performance evaluation process for use on Federal-Aid contracts?

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

Yes

4) Does the LA routinely develop independent man hour estimates prior to negotiating with consultants?
   Yes

   i. If yes, identify staff with experience developing independent man hour estimates for engineering related consultant services.

      Fausto Vargas Reyes; fvargasreyes@bayharborislands-fl.gov; 786-202-6012. Alex Rosario Garcia; arosariogarcia@bayharborislands-fl.gov; 305-565-4229

   ii. If no, explain how the LA will develop independent man hour estimates for each LAP project.

5) Does the LA foresee issues incorporating the Terms for Federal-Aid Contracts into all contracts and subcontracts or executing all required forms (as identified in ***LAP Manual Ch 14*** and on the ***LAP Checklist of Professional Services Contracts Form # 525-010-49***) for each project?
   No

L. PROCUREMENT – CONSTRUCTION

Source: LP Manual Chapters 15, 16, 21

1) What methods of bidding does the LA employ for transportation project construction? Select all that apply.

☒ Low Bid

☐ Low Bid with Bid Alternates

☐ Cost + Time Low Bid

☒ Project Bundling

☐ Push Button or Indefinite Quantity/Indefinite delivery

☒ Other. Please explain: Post Design Services will be required during construction

2) What is the LA's duration(s) of a typical advertisement period for construction contracts?
   **Florida Statute requires 21 days for projects less than $500,000 and 30 days for projects greater than $500,000.*

   30 days

3) Does the LA foresee any issues physically incorporating the FHWA 1273 Form into all contracts and subcontracts or executing all required forms (as identified in LP Manual Chapter ***21*** and on the ***LAP Checklist for Construction Contracts Form #525-010-44***) for each project?
   No

4) Identify maintenance items incorporated in or required for construction contracts by local ordinance or rule.

   ☒ Warranty bonds

   ☐ Maintenance bonds

   ☐ Warranty provisions

   Provide a summary of the terms of warranty provisions: None

M. PLANNING

Source: Chapter 14-75, Florida Administrative Code (FAC)

The minimum qualifications for planning phases delivered on the State Highway System (SHS) or National Highway System (NHS) are established in ***Ch. 14-75, F.A.C.***

1) Does the LA have a planning department with at least one planner on staff full or part-time?

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Yes

2) Does the LA planning department have a designated transportation planner on staff?
Use Consultant Support

3) Does the LA expect to perform transportation planning studies with in-house staff or consultant staff or both?
Consultant Staff

4) How many transportation planning studies has LA staff completed in the last 5 years?

0

5) How many transportation planning studies have been performed by consultants on behalf of the LA over the last 5 years?

1

N. PLANS, SPECIFICATIONS AND ESTIMATES

Source: LP Manual Chapter 9 and Part IV Project Development & Delivery.

1) Identify the Florida Professional Engineer on staff with the LA that will assist with LAP. Randy Daniel, P.E.

   i. This person has 10 years of transportation design experience.

   ii. Florida License # PE 69107

2) Does the LA plan on designing projects with in-house design staff?
No

3) Select the number of professional engineers on staff:
☒ 0-5 people ☐ 5-10 people ☐ 10+people

4) Identify the design criteria the LA uses to design projects on local transportation facilities. Local transportation facilities or "off-system" projects are referred to as LAP Classification D projects.
☒Florida Greenbook ☐Other:

☒FDOT Design Manual

5) Is the LA willing and able to apply FDOT design criteria and standards to transportation projects delivered on the LAP Classification A (on the SHS/NHS), LAP Classification B (projects that cost greater than $10 million), or LAP Classification C (projects containing structural elements meeting the definition of a bridge) per ***LP Manual Chapter 17***?

Yes

6) The FDOT must review project design plans prior to approving the PS&E Package. The FHWA will also review design plans at its discretion. In general, what is the LA's design plans development schedule and review process?

The agency typically reviews 30%, 60%, 90% and 100% plans during the design phase. Agency understands that a 30 day review period by FDOT is required.

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7) Identify LA staff responsible for submitting or monitoring consultant submittal of design plans to the FDOT's Electronic Review Comments (ERC) application.

Randy Daniel, P.E.; rdaniel@bayharborislands-fl.gov; mobile #: 786-881-3615

8) Has project design staff completed the ADA Design Accessibility Training Course or a similar training course? **All FAHP projects must comply with ADA. Required ADA upgrades within proposed project limits shall be incorporated during the design phase.*

i. If yes, list staff name(s), name of course, and date of training

Evelyn Herbello, ADA for Design and Construction (BT-05-0062); 3/17/2025; Randy Daniel, ADA for Design and Construction – General (BT-05-0062); 3/17/2025

9) Identify staff responsible for certifying right of way activities are in compliance with the ***Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970***.

Randy Daniel, P.E. rdaniel@bayharborislands-fl.gov, 786-881-3615;

10) Identify staff responsible for certifying that all utilities are either cleared or coordinated for each project in compliance with ***23 CFR 635.309***.

Randy Daniel, P.E. rdaniel@bayharborislands-fl.gov, 786-881-3615;

11) Identify staff responsible for certifying that all railroad work is either cleared or coordinated for each project in compliance with ***23 CFR 635.309***.

Randy Daniel, P.E. rdaniel@bayharborislands-fl.gov, 786-881-3615;

12) Identify staff responsible for identifying all environmental or cultural resources (Section 4f) within project limits and certifying NEPA compliance.

The LA will also hire a qualified consultant, (whose qualifications will be agreed to and accepted by FDOT Environmental staff) to undertake work related to the environmental and cultural resources related to the project and to comply with NEPA requirements. When the consultant has been hired the LA will provide FDOT with their contact information. In addition, Randy Daniel, P.E. Town Engineer, will provide oversight of all work performed by the consultant.

13) Identify staff responsible for certifying all permits and/or exemptions have been obtained and included in the final PS&E package.

Randy Daniel, P.E., Town Engineer is the Responsible Charge and will provide the required certification letters. Consultant staff, or sub consultant staff will certify all permits and/or exemptions have been obtained and included in the final PS&E package.

14) Does the LA have specifications for roadway construction you would like to use on Classification D LAP projects?
No

i. If yes, submit all specifications to the District Specifications Office for review and approval.

Specifications Approval Date:

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

ii. If no, does the LA foresee any issues incorporating the LAP Big Three Specifications (Class C or D) or the Department's Standard Specifications (Class A, B, C, D) into project PS&E packages?
No

O. CONSTRUCTION

Source: LP Manual Chapters 21, 22

1) Does the LA seek to self-perform construction activities? Force account construction requires a Department approved Cost Effectiveness Finding in compliance with FHWA and Florida Statutes. Acceptable justifications for force account construction cannot be based on cost alone.
No

i. If yes, identify LA experience constructing transportation projects (i.e. resurfacing, sidewalks, trails, traffic signals, lighting, sign installation, striping).

2) Does the LA have a timekeeping system that associates employee time to specific projects?
No

P. CONSTRUCTION ADMINISTRATION

Source: LP Manual Chapters 15, 21, 22

1) Does the LA hold pre-construction meetings?
Yes

2) Describe the LA's contract change approval process; include how the change is initiated, review points and responsible staff, and if there are variations in the process based on cost thresholds or for no cost changes.

Change Orders must have written approval from FDOT prior to proceeding with the work.

Before submitting a request for a Change Order to FDOT, the Town's internal process for reviewing and approving a Change Order will be initiated. Requests for change orders that are iniaited by the contractor are first reviewed by the Responsible Charge (Project Manager) to ensure, among other things, that the request aligns with the project scope. If the Project Manager approves the Change Order it is then transmitted to the Finance Director for approval. If approved by the Finance Director the change order is transmitted to the Town Manager for Town approval. The Town approved change order is sent back to the Project Manager for submittal to FDOT for final approval. The FDOT approved Change Order is submitted to the contractor.

If the change order is rejected by the Project Manager, the rejected change order is returned to the contractor.

3) Describe the LA's time extension approval process only if it varies from your contract change process.

Requests for Change Orders that are related solely to time extensions are reviewed by the Project Manager to determine if the delays are allowable. If the Project Manager approves the time extension the Change Order is transmitted directly to the Town Manager for approval. The request will be submitted to FDOT with a recommendation to approve the time extension based on the contract. Final approval must be obtaind from FDOT and the decision from FDOT to reject or approve the time extension will be communicated to the Contractor via, the Responsible Charge.

4) Identify how the LA counts contract time? Calendar Days

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5) Does the LA allow work on weekends, holidays, and nights? If yes, oversight staff shall be available during these times. Please check all that apply:

☐ Weekends ☐ Holidays ☐ Nights

6) Describe the LA's materials testing and approval process.

Material testing is performed by certified laboratories under direction of the Contractor who is financially responsible for testing. Testing must be coordinated with the CEI to ensure that the CEI is present during testing to confirm that the test was performed. All material testing/approval will be performed in accordance with FDOT specifications.

7) Identify all inspectors on staff with CTQP certification(s):

BCC Engineering will be utilized for CEI services unless Federal Funding is involved in which case an FDOT pre-qualified CEI firm will be utilized via an advertisement for request for qualifications (RFQ). The RFQ requires the CEI firm to have staff with CTQP certifications.

The District Materials Offices shall perform a quality assurance review of each LA's materials acceptance and testing procedures during the certification review period.

8) Explain how the LA tracks and certifies Buy America compliance on federal projects.

The Local Agency will ensure that BABA is expanded to include construction materials and manufactured products. Certifications are project specific, as requested by FHWA. Provisions are included in contracts to ensure compliance with BABA and materials that need to be in compliance shall be identified in all bid submittals by contractors. In addition, the Local Agency collects delivery tickets with Mill Material Certifications and APL (Approved Product List) numbers.

9) Does the LA have a schedule of liquidated damages based on calculated administrative costs if the contractor exceeds the contract time? If no, the LA may elect to use the Department's Specification and incorporate into LA bid documents.

No

LA will use the Department's schedule.

Q. CONSTRUCTION ADMINISTRATION- PROJECT INSPECTION

1) Does the LA seek to self-perform construction inspection activities?
No

i. If yes, how many inspectors does the LA employ?

ii. If yes, identify LA inspectors who maintain certifications per FAC 14-75 in order to perform inspections on SHS and NHS projects.

iii. If yes, describe the LA's process for inspecting construction projects.

iv. If yes, describe the LA's process for completing inspectors' daily reports and record keeping.

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Click or tap here to enter text.

2) If no, describe the LA's process for providing oversight and maintaining control of a project when a consultant CEI is performing the inspection duties.

A qualified environmental consultant will be hired during the Construction Phase and they will be part of the CEI contract. Construction Engineering Inspection (CEI) Services will be provided by a Consultant. The CEI services will include the review of contractor's submittals/shop drawings and material submittals for conformance with the construction documents, review and respond to requests for information (RFI), review request for change orders and make recommendations for acceptance or rejection thereof, upkeep of daily construction logs, witness material testing, attend site meetings, and review and certify as built drawings. The RC will provide oversight to the CEI firm and review daily construction logs to approve pay applications. The performance of the CEI will also be tracked by monitoring contruction progress vis-a-vis project costs and the construction baseline schedule. The CEI services contract will include environmental engineering services and the CEI shall have qualified staff (Environmental Engineers, Marine Biologists, etc) to perform these tasks.

R. CONSTRUCTION ADMINISTRATION- CONTRACT COMPLIANCE WITH FHWA 1273

1) Has your agency administered Federal-Aid construction contracts in the previous 3 years?
Yes

2) Identify staff members who have direct experience performing or monitoring Resident Compliance Specialist (RCS) duties on Federal-Aid construction contracts and who will self-perform contract compliance on construction contracts per the ***FDOT Contract Compliance Manual Topic No. 275-020-002***. Staff must complete training as offered by the Department or FHWA and demonstrate adequate knowledge of federal contract compliance requirements with FHWA 1273.

Fausto Vargas-Reyes; fvargasreyes@bayharborislands-fl.gov; 786-202-6012

Alex Rosario Garcia; Arosariogarcia@bayharborislands-fl.gov; 305-565-4229

Randy Daniel, P.E.; rdaniel@bayharborislands-fl.gov; 786-881-3615

3) Identify staff who will monitor consultant performed RCS services, which includes DBE payment reporting approvals, subcontractor approvals, etc. Staff must complete training as offered to perform this role.

Fausto Vargas-Reyes; fvargasreyes@bayharborislands-fl.gov; 786-202-6012

Alex Rosario Garcia; Arosariogarcia@bayharborislands-fl.gov; 305-565-4229

Randy Daniel, P.E.; rdaniel@bayharborislands-fl.gov; 786-881-3615

4) Identify those employees with oversight responsibility and access to the Department's EOC database for reporting and/or accepting DBE commitments on Federal-Aid projects.

Fausto Vargas-Reyes; fvargasreyes@bayharborislands-fl.gov; 786-202-6012

Randy Daniel, P.E. ; rdaniel@bayharborislands-fl.gov; 786-881-3615

S. INVOICING

Source: LP Manual Chapters 5, 6

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

1) Describe how the LA complies with Florida's Prompt Payment laws.

   The Town of Bay Harbor Islands complies with Florida's Prompt Payment laws as outlined in Florida Statutes Chapter 218, Part VII. Invoices are reviewed and approved in a timely manner, and payment is issued within 25 business days if payment is made with local funds and no dispute exists. The Town ensures that any disputes are communicated in writing within 20 business days of receipt of the invoice, in accordance with the statute. Subcontractor payments are also monitored to ensure compliance with prompt payment requirements.

2) Describe how the LA verifies work invoiced by a contractor compared to work performed.

   The Town of Bay Harbor Islands verifies all work invoiced by a contractor through a multi-step review and inspection process. Prior to approving any invoice for payment, the Town's project manager and/or consulting engineer conducts on-site inspections to confirm that the work billed has been completed in accordance with contract terms, specifications, and applicable standards. Quantities are cross-checked against the contract's pay items, and any discrepancies are addressed before payment is authorized. Photographic documentation and field reports are also used to support verification.

3) Describe how the LA verifies work invoiced by a consultant compared to work performed.

   To verify work invoiced by a consultant compared to work performed, the Town considers the following steps:

   Track Hours Worked: Ensure that accurate records of the hours worked by the consultant are available to match with the invoiced hours.

   Review Invoices: Compare the details of the invoices with the actual work performed, ensuring that all services billed are reflected in the work completed.

   Use Metrics: Implement metrics to assess the performance of invoicing and work performed, such as invoicing accuracy and timely billing.

   Recognize Unbilled Work: Be aware of unbilled work, which represents services performed but not yet invoiced, and ensure it is accounted for in the Town's records.

   Follow Best Practices: Adhere to best practices for invoicing, such as asking for billing details in advance and ensuring clarity in the invoice.

   These steps will help ensure that the invoiced work aligns with the actual work performed.

4) Is there any reason why the LA cannot comply with the LAP quarterly invoicing requirement?

   No

5) Identify staff and/or departments within the LA responsible for preparing and submitting invoices to the Department. Staff require access to GAP for submission of invoices.

   Finance Department; Alex Rosario; arosariogarcia@bayharborislands-fl.gov; (305) 866 - 6241

T. CERTIFICATION STATUS

Effective 09/08/2025 the Town of Bay Harbor Islands qualifies for the following Certification/Recertification: Project Specific Certification

Docusign Envelope ID: 1CB70CD9-8AEF-489B-ADF7-BE5735B626E4

The following exceptions are applicable to this Certification/Recertification:
(Check all that apply)

☒ AGENCY MAY NOT PERFORM IN-HOUSE DESIGN ON LAP CLASSIFICATION A, B, OR C PROJECTS

☒ AGENCY MAY NOT PERFORM IN-HOUSE DESIGN ON LAP CLASSIFICATION D PROJECTS

☒ AGENCY MAY NOT PERFORM FORCE ACCOUNT CONSTRUCTION

☒ AGENCY MAY NOT PERFORM IN-HOUSE CEI ON LAP CLASSIFICATION D PROJECTS

☒ AGENCY MAY NOT PERFORM IN-HOUSE CEI ON LAP CLASSIFICATION A, B, OR C PROJECTS

☒ AGENCY MAY NOT PERFORM IN-HOUSE CONTRACT COMPLIANCE

DocuSigned by:
Victoria Prieto
2FA85AED69D64FE...

Signature- District Local Program Administrator

Victoria Prieto on behalf of Jessica Beck-Galindo, MPA, FCCM

Print Name of District Local Program Administrator Date 09/10/2025 | 10:37 AM EDT

Signed by:
Randy Daniel
8AF242D95D324F3...

Signature- Local Agency Responsible Charge

Randy Daniel, P.E.

Print Name of Local Agency Responsible Charge Date 09/09/2025 | 9:44 AM EDT

AGENDA

Town of Bay Harbor Islands LAP Certification District Interview

Date: September 8, 2025
Time: 11:00AM – 12:00PM
Location: FDOT District VI - 1000 NW 111 Avenue Miami, FL 33172 (Conference Room C)

Meeting called by Victoria Prieto on behalf of Jessica Beck-Galindo, Local Program Administrator

Attendees:	Marie A. Bennett	Karina Fuentes	Randy Daniel
Antonette Adams	Lazaro Mesa	Simon Huang	Gerald Bryan
Victoria Prieto	Guillermo Machado	Daniel Kong	Fausto Vargas-Reyes
Andre Goins	Melissa Leyva	Judy Solaun-Gonzalez	Alex Rosario-Garcia
Alfred Pappe	Steven C. James	Megan Moore	Ann Marie Singh
Sharna Daniel	Shakira Trabelsi	Hansel Ramirez	

Agenda Items:

A. Introductions
- Overview / Opening Remarks

B. Review
- Certification Tool
- Project(s) Selection
- Project Specific Certification

C. Task Team Q & A
- LAP Administration
- Construction Management Administration
- Procurement Department
- Permitting
- Planning and Environmental Management
- Work Program Administration

D. Discuss specific exceptions, conditions and recommendations – FDOT Vote

E. Certification Qualification Tool – Signing
- LAP Administrator
- Responsible Charge

LAP Certification District Interview

Town of Bay Harbor Islands
September 8, 2025, 11:00 am to 12:00 pm

Name	Organization /Title	Phone	Email
Sharna Daniel	FDOT /Consultant		sharna.daniel@dot.fl.state.us
Victoria Prieto	FDOT		victoria.prieto@dot.fl.state.us
Marie Bennett	FDOT/Consultant		marie.bennett@dot.fl.state.
Shakira Trabelsi	FDOT		shakira.trabelsi@dot.fl.state
STEVEN JAMES	FDOT		STEVEN.JAMES@
Rosa Rigau	FDOT	X. 5252	rosa.rigau@dot.state.fl.us
Megan Moore	FDOT		megan.moore@dot.state.fl.u
Melissa Leyva	FDOT		Melissa.Leyva@dot.state.FL.U
Guillermo P. Machado	FDOT		guillermo.machado@dot.state.fl.us.
LAZARO MESA	FDOT		LAZARO.MESA@dot.state.fl.us
ANDRE GOINS	FDOT-LAP	X 5288	andre.goins@dot.state.FL.US
Alfred Poppe	FDOT-LAP		alfred.poppe@dot.state.fl.us
Daniel Kong	FDOT-Procure		daniel.kong@dot..
ANTONETTE ADAMS	FDOT	X 5329	antonette.adams@dot.state.fl.us
HANSEL RAMIREZ	FDOT		
Simon Huang	FDOT		simon.huang@dot.state.fl.us
Karina Fuentes	FDOT		

LAP Certification District Interview

Town of Bay Harbor Islands

September 8, 2025, 11:00 am to 12:00 pm

Name	Organization /Title	Phone	Email
Kandy Daniel	Town of Bay Harbor Islands	786-881-3645	
Ann Marie Smith	Bay Harbor Islands	305-310-9662	amsmith@bayharborislands.net
Alex ROSARIO	Bay Harbor Is/	786-565-1093	AROSARIO5ARCH@bayharbor Islands.fl.gov
Fousto Vargas	" "	" "	fvargasreyes@bayharborislands-fl.gov
Gerald Bryan	"	"	gbryan@bayharborislands-fl.gov

DISTRICT 6 LOCAL AGENCY PROGRAM
CERTIFICATION/ RECERTIFICATION

	Agency:	**Town of Bay Harbor Islands** **1030 95th Street, Bay Harbor Islands, Florida 33154**		**Current Certification/Recertification status: Full** o **Project Specific** X **No Certification** o	
	Responsible Charge/ PPOC:	**Randy Daniel** **Phone : 786-605-1694**		**Email :**	rdaniel@bayharborislands-fl.gov
	GAP Administrator:	**Randy Daniel** **Phone : 786-605-1694**		**Email :**	rdaniel@bayharborislands-fl.gov

Grant Application Process Certification Documents

Compliance Assessment Documents

No.	Document Description	Document Type	GAP Document Name	Responsible to Upload	Document Description	GAP Document #
1	Responsible Charge Training Certificates: RC must complete all trainings	Agency Certification	Training Certificates	Local Agency	RC Training Certificates	See RC Training Checklist
2	Agency Staff Training Checklist Staff certificates must be current	Agency Certification	Training Certificates	Local Agency	Staff Training Certificates	See Staff Training Checklist
3	LAP Roles/ Organizational Chart	Agency Certification	Organizational Chart	Local Agency	LAP Roles/ Organizational Chart - Uploaded 08/19/2025	63891209194507967
4	Sub recipient Compliance Assessment Tool (SCAT)	Sub recipient Compliance Assessment (SCAT)	Subrecipient Compliance Assessment Tool Form	Local Agency	SCAT Tool Submitted on-line 04/03/2025	N/A
5	Title VI Assurance Non Discrimination Agreement & Appendices A and E	Sub recipient Compliance Assessment	Title VI Assurance Non Discrimination Agreement form	Local Agency	Uploaded to GAP 08/19/2025	638912067773772696
6	Title VI Plan	Sub recipient Compliance Assessment	Title VI Plan	Local Agency	Uploaded 08/21/2025	638913876921810594
7	Americans with Disability Act Transition Plan	Sub recipient Compliance Assessment	ADA Transition Plan	Local Agency	Uploaded 08/21/2025	638913879213712579
8	SCAT Review by Central Office	Subrecipient Compliance Assessment	SCAT Review Team Comments (FDOT/FHWA staff use)	Central Office	SCAT Tool Accepted on-line 04/24/2025 - Status Green	N/A
9	Financial Risk Assessment	Agency Certification	Financial Risk Assessment- Central Office	Central Office	Uploaded to GAP 05/02/2025 - Rated Moderate Risk	63881775311264495

Precertification Documents

No.	Document Description	Document Type	GAP Document Name	Responsible to Upload	Local Agency Description	GAP Document #
10	Certification Tool - Unexecuted	Agency Certification	LAP Certification Tool	Local Agency	Certification Tool_Unexecuted	638912061425987236
11	Responsible Charge Resume	Agency Certification	Local Agency Resumes	Local Agency	Randy Daniel Resume - Uploaded 08/21/2025	638913882175606608
12	Local Agency Staff Resumes	Agency Certification	Local Agency Resumes	Local Agency	Evelyn Herbello - Uploaded 08/27/2025	638919174718963836
	Local Agency Staff Resumes	Agency Certification	Local Agency Resumes	Local Agency	Alex Rosario-Garcia - Uploaded 08/27/2025	638918995596301377
	Local Agency Staff Resumes	Agency Certification	Local Agency Resumes	Local Agency	Fausto Vargas-Reyes - Uploaded 08/26/2025	638918247998535032

Compliance Assessment Documents						
13	Task Team Comments of Certification Tool (as applicable)	Agency Certification	LAP Certification Qualification Tool	District	Uploadd to GAP 08/19/2025	638912108781413451
14	Professional Services Solicitation Documents	Agency Certification	Professional Service/Consultant Selection Procedures	Local Agency	N/A	N/A
15	Construction Services Solicitation Documents	Agency Certification	Construction Advertising and Bid Award Procedures	Local Agency	N/A	N/A
16	Precertification Meeting with LAP Staff	Local Agency and LAP Staff Coordinate Meeting		Local Agency	Meeting Conducted on 8/11/2025	N/A
Certification Documents						
No.	**Document Description**	**Document Type**	**GAP Document Name**	**Responsible to Upload**	**Local Agency Description**	**GAP Document #**
17	Certification Tool - Executed	Agency Certification	LAP Agency Certification Package	District	Uploaded to GAP 09/19/2025	638938721779435000
18	Secretary Letter	Agency Certification	LAP Agency Certification Package	District		
	See Local Agency Program Manual Local Agency Program Certification and Performance Management for more details https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/lap/manual/chapter_07.pdf?sfvrsn=62f8a8a4_11					

AGENCY - Town of Bay Harbor Islands

LOCAL AGENCY RESPONSIBLE CHARGE TRAINING CHECKLIST

Web or Computer Based Training (CBT) courses may apply to multiple employees depending on the program area. Agency must complete all trainings prior to the precertification meeting. The Local Agency's Responsible Charge is expected to complete LAP Trainings. This form shall be completed and returned to the LAP Coordinator. The CBT's are free and available 24 hours a days. For more detail see Local Agency Manual. PLEASE NOTE Failure to complete all required training courses as indicated will effectively terminate your agency's LAP Certification and may affect future program participaton and reimbursement of project funds.

		COURSE ID NO.	DATE	EMPLOYEE	GAP No.	COMMENTS
	Computer/ Web Based Trainings (LAP Manual Tables 4)					
1	FDOT LAP CERTIFICATION	CBT	2/16/2025	Randy Daniel	638790098589892359	Certificate Uploaded to GAP 3.31.25
2	GAP	LTAP	2/26/2025	Randy Daniel	N/A	No certificate provided.
3	LAP PROFESSIONAL SERVICES CBT	CBT	3/2/2025	Randy Daniel	638790140022099906	Certificate Uploaded to GAP 3.31.25
4	RESIDENT COMPLIANCE SPECIALIST	CBT	3/17/2025	Randy Daniel	638790140844920381	Certificate Uploaded to GAP 3.31.25
5	EQUAL OPPORTUNITY COMPLIANCE	CBT	3/8/2025	Randy Daniel	638790141585882250	Certificate Uploaded to GAP 3.31.25
6	ERC APPLICATION USER GUIDE	CBT	3/8/2025	Randy Daniel	638790142067328920	Certificate Uploaded to GAP 3.31.25
	FDOT Webinar Trainings (LAP Manual Tables 2 & 4)					
1	FDOT LAP WORKSHOP	BT-05-0151	Part 1: 3.17.25 Part 2: 3.17.25 Part 3: 3.17.25 Part 4: 3.17.25	Randy Daniel	Part 1: '638796449326930975 Part 2: '638796449481488572 Part 3: '638796449638455038 Part 4: '638796449753611866	Certificates Uploaded to GAP 4.7.25
2	LAP TITLE VI SUB-RECIPIENT COMPLIANCE (SCAT)	BT-05-0153	3/17/2025	Randy Daniel	638796450682610438	Certificate Uploaded to GAP 4.7.25
3	ADA FOR DESIGN AND CONSTRUCTION-GENERAL	BT-05-0062	3/17/2025	Randy Daniel	638796451182056802	Certificate Uploaded to GAP 4.7.25
4	FDOT PROFESSIONAL SERVICES CHECKLIST TRAINING	BT-05-0152	3/18/2025	Randy Daniel	638796452714797234	Certificate Uploaded to GAP 4.7.25

5	FDOT LAP CONSTRUCTION CHECKLIST, SPECIFICATIONS AND GREENBOOK TRAINING	BT-05-0197	3/18/2025	Randy Daniel	638796453080150798	Certificate Uploaded to GAP 4.7.25

LOCAL AGENCY STAFF TRAINING CHECKLIST

Web or Computer Based Training (CBT) courses may apply to multiple employees depending on the program area. Agency must complete all CBT trainings prior to the precertification meeting. The Local Agency's Responsible Charge is expected to complete LAP Trainings. This form shall be completed and returned to the LAP Coordinator. The CBT's are free and available 24 hours a days. For more detail see Local Agency Manual. PLEASE NOTE Failure to complete all required training courses as indicated will effectively terminate your agency's LAP Certification and may affect future program participaton and reimbursement of project funds.

		COURSE ID NO.	DATE	EMPLOYEE	GAP No.	COMMENTS	
Computer/ Web Based Trainings (LAP Manual Table 4)							
1	FDOT LAP CERTIFICATION	CBT	2/11/2025	Ann Marie Singh	638790096103915394	Certificate Uploaded to GAP 3.31.25	
			3/18/2025	Evelyn Herbello	638790096691673885	Certificate Uploaded to GAP 3.31.25	
			2/25/2025	Fausto Vargas-Reyes	638790097848146853	Certificate Uploaded to GAP 3.31.25	
			2/27/2025	Alex Rosario Garcia	638790096410908398	Certificate Uploaded to GAP 3.31.25	
			3/11/2025	Sandra Siefken	638790103591743556	Certificate Uploaded to GAP 3.31.25	
2	GAP	CBT	3/1/2025	Ann Marie Singh	N/A	N/A	
			3/18/2025	Evelyn Herbello	N/A	N/A	
			2/27/2025	Fausto Vargas-Reyes	N/A	N/A	
			3/11/2025	Alex Rosario Garcia	N/A	N/A	
3	LAP PROFESSIONAL SERVICES CBT II	CBT	3/4/2025	Fausto Vargas-Reyes	638790377280843179	Certificate Uploaded to GAP 3.31.25	
			3/11/2025	Sandra Siefken	638790104470928013	Certificate Uploaded to GAP 3.31.25	
4	RESIDENT COMPLIANCE SPECIALIST	CBT	3/14/2025	Fausto Vargas-Reyes	638790140844920381	Certificate Uploaded to GAP 3.31.25	
				Consultant/TBD			
5	EQUAL OPPORTUNITY COMPLIANCE	CBT	3/12/2025	Fausto Vargas-Reyes	638790114131105807	Certificate Uploaded to GAP 3.31.25	*duplicates in system
							DUPLICATES ADDRESSED
6	ERC APPLICATION USER GUIDE	CBT		Consultant/TBD		Training Pending Hire	
	FDOT Webinar Trainings (LAP Manual Tables 2 & 4)						
1	FDOT LAP WORKSHOP	BT -05-0151		Consultant/TBD		Training Pending Hire	
2	LAP TITLE VI SUB-RECIPIENT COMPLIANCE	BT-05-0153	3/6/2025	Evelyn Herbello	638796450682610438	Certificate Uploaded to GAP 4.7.25	

3	ADA FOR DESIGN AND CONSTRUCTION	BT -05-0062	3/17/2025	Evelyn Herbello	638796455400677134	Certificate Uploaded to GAP 4.7.25
4	FDOT PROFESSIONAL SERVICES CHECKLIST	BT-05-0152	3/17/2025	Fausto Vargas Reyes	638796446623168484	Certificate Uploaded to GAP 4.7.25
5	FDOT LAP CONSTRUCTION CHECKLIST	BT -05-0197	3/18/2025	Fausto Vargas Reyes	638796446866966533	Certificate Uploaded to GAP 4.7.25

Town of Bay Harbor Islands LAP Project(s) Staff Administration

LAP Role	Consultant or Staff	First Name	Last Name	Dept. /Firm	Email Address	Phone Number	Comments
Responsible Charge	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	786-605-1694 (o) 786-881-3615 (m)	
GAP Administrator(s)	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	786-605-1694 (o) 786-881-3615 (m)	
	Staff	Ann Marie	Singh	Town Manager's Office	amsingh@bayharborislands.net	305-310-9662 (m)	
	Staff	Evelyn	Herbello	Town Manager's Office	eherbello@bayharborislands-fl.gov	305-866-6241, ext 122	
	Staff	Fausto	Vargas-Reyes	Finance	fvargasreyes@bayharborislands-fl.gov	786-202-6012	
	Staff	Alex	Rosario Garcia	Finance	arosariogarcia@bayharborislands-fl.gov	305-565-4229 (m) 786-565-1093 (o)	
Engineer of Record	**Consultant**	TBD					
Professional Engineer (s)	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	305-565-4229 (m) 786-565-1093 (o)	
Project Development Staff	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	305-565-4229 (m) 786-565-1093 (o)	
Procurement Staff	**Staff**	Fausto	Vargas-Reyes	Finance	fvargasreyes@bayharborislands-fl.gov	786-202-6012	
Contract Compliance Administrator	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	786-605-1694 (o) 786-881-3615 (m)	
	Staff	Fausto	Vargas-Reyes	Finance	fvargasreyes@bayharborislands-fl.gov	786-202-6012	
Resident Compliance Specialist	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	786-605-1694 (o) 786-881-3615 (m)	
	Staff	Fausto	Vargas-Reyes	Finance	fvargasreyes@bayharborislands-fl.gov	786-202-6012	
	Consultant (CEI)	TBD/Engineer Consultant Staff					
ADA Coordinator	**Staff**	Evelyn	Herbello	Human Resources	eherbello@bayharborislands-fl.gov	305-866-6241, ext 122	
	Staff	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	786-605-1694 (o) 786-881-3615 (m)	
	Consultant	TBD/Engineer Consultant Staff					
Title VI Coordinator	**Staff**	Evelyn	Herbello	Human Resources	eherbello@bayharborislands-fl.gov	305-866-6241, ext 122	
Man Hour Estimates	**Consultant/Staff**	TBD					
Design Staff	**Consultant**	TBD/Engineer Consultant Staff					
Project Manager (s)	**Consultant**	TBD/Engineer Consultant Staff					

Town of Bay Harbor Islands LAP Project(s) Staff Administration

LAP Role	Consultant or Staff	First Name	Last Name	Dept. /Firm	Email Address	Phone Number	Comments
ERC	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	786-605-1694 (o) 786-881-3615 (m)	
Construction Engineering & Inspection (CEI)	**Consultant**	TBD/Engineer Consultant Staff					
Environmental Engineer	**Consultant**	TBD/Engineer Consultant Staff					
Environmental Clearance/ Permits / Exemptions	**Consultant**	TBD/Engineer Consultant Staff					
Railroad Certification	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	786-605-1694 (o) 786-881-3615 (m)	
Right of Way Certification	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	786-605-1694 (o) 786-881-3615 (m)	
Utilities Certification	**Staff**	Randy	Daniel	Town Manager's Office	rdaniel@bayharborislands-fl.gov	786-605-1694 (o) 786-881-3615 (m)	
Materials Testing	**Consultant**	TBD/Engineer Consultant Staff					
Cultural Resources	**Consultant**	TBD/Engineer Consultant Staff					
Historical Resources	**Consultant**	TBD/Engineer Consultant Staff					
Invoicing	**Staff**	Alex	Rosario Garcia	Finance	arosariogarcia@bayharborislands-fl.gov	305-565-4229 (m) 786-565-1093 (o)	

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 453040-1-38-01	FPN:	FPN:
Federal No (FAIN):	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund:	Fund:	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No: 87-MIAMI-DADE Contract No:
Recipient Vendor No: F596000273009 Recipient Unique Entity ID (UEI) No: K1CKY81LR8M7

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Town of Bay Harbor Islands ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in KANE CONCOURSE OVER INDIAN CREEK BRIDGE # 875103, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 07/01/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 1,551,269.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $ 750,000.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of

contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

   i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

   ii. Maintains familiarity of day to day Project operations, including Project safety issues;

   iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

   iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

   v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

   vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

   vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (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;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. 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 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

☒ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance 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).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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 any 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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

   i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

   ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A", "B", "C", "D", "E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Town of Bay Harbor Islands

By: _____

Name: Lindsley Noel, MAcc
Title: Town Manager

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name:
Title:

Legal Review:

_____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: FM453040-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Town of Bay Harbor Islands (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: The project is approximately 396.9 feet in length. The limits of the project extend from the East Island (25 53' 11.55" N, 80 07' 43.54" W) on the west to the Village of Bal Harbour and the Town of Surfside (25 53' 12.13" N. 80 07' 38.47" W) on the east.

PROJECT DESCRIPTION: The project involves the replacement of the Indian Creek Bridge (Bridge # 875103) that connects the Town of Bay Harbor Islands to the west, to the Village of Bal Harbour and the Town of Surfside to the east. Demolition of the existing bridge would be phased, so that traffic flow would be maintained. Emergency vehicles would have access 24 hours a day 7 days per week, to pass through for emergencies. The bridge would continue to be used as a Hurricane Evacuation Route during construction, as it is today.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by NA
b) Design to be completed by 07/01/2027
c) Right-of-Way requirements identified and provided to the Department by NA
d) Right-of-Way to be certified by NA
e) Construction contract to be let by 10/01/2027
f) Construction to be completed by 10/01/2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Town of Bay Harbor Islands 1030 95th Street Bay Harbor Islands, FL 33154	453040-1-38-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2026 (Local Program)	$ 1,551,269.00	$ 801,269	$ ____	$ 750,000.00
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 1,551,269.00	$ 801,269.00	$ 0.00	$ 750,000.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 1,551,269.00	$ 801,269.00	$ 0.00	$ 750,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature Date

RESOLUTION NO. 2532

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.

WHEREAS, the Town has received a Federal Grant in the amount of $750,000 to design a new bridge to replace the Indian Creek Bridge; and

WHEREAS, the Grant will be administered by the Florida Department of Transportation (FDOT) (the Department); and

WHEREAS, the Department has certified the Town of Bay Harbor Islands to perform all associated activities of the Federal-Aid Highway Program and has presented a Local Agency Program (LAP) Agreement between the Town and FDOT for execution; and

WHEREAS, the LAP Agreement describes the Department's participation in the Project, the terms and conditions upon which Department funds will be provided, and sets forth the manner in which the Project will be undertaken and completed; and

WHEREAS, staff desires to have the Agreement authorized for execution to access Grant funding and believes that this is in the best interests 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 authorizes the execution of the Local Agency Program (LAP) Agreement, for the design of a new bridge to replace the old Indian Creek Bridge.

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

PASSED and ADOPTED this 12th day of November, 2025.

Motion By: Council Member Rappaport
Second By: Council Member Fuller

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	Yes
Vice Mayor Stephanie Bruder	Absent
Council Member Teri D'Amico	Yes
Council Member Molly Diallo	Yes
Council Member Joshua Fuller	Yes
Council Member Eric Rappaport	Yes
Council Member Robert Yaffe	Yes

ISAAC SALVER
MAYOR

ATTEST:

EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM:

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

FPN: 453040-1-38-01	FPN:	FPN:
Federal No (FAIN):	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund:	Fund:	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No: 87-MIAMI-DADE Contract No:
Recipient Vendor No: F596000273009 Recipient Unique Entity ID (UEI) No: K1CKY81LR8M7

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Town of Bay Harbor Islands ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in KANE CONCOURSE OVER INDIAN CREEK BRIDGE # 875103, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 07/01/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 1,551,269.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $ 750,000.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of

contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (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;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. 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 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

☒ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance 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).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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 any 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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

   i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

   ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A", "B", "C", "D", "E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Town of Bay Harbor Islands

By: _____
Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

Legal Review:

_____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: FM453040-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Town of Bay Harbor Islands (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: The project is approximately 396.9 feet in length. The limits of the project extend from the East Island (25 53' 11.55" N, 80 07' 43.54" W) on the west to the Village of Bal Harbour and the Town of Surfside (25 53' 12.13" N. 80 07' 38.47" W) on the east.

PROJECT DESCRIPTION: The project involves the replacement of the Indian Creek Bridge (Bridge # 875103) that connects the Town of Bay Harbor Islands to the west, to the Village of Bal Harbour and the Town of Surfside to the east. Demolition of the existing bridge would be phased, so that traffic flow would be maintained. Emergency vehicles would have access 24 hours a day 7 days per week, to pass through for emergencies. The bridge would continue to be used as a Hurricane Evacuation Route during construction, as it is today.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by NA
b) Design to be completed by 07/01/2027
c) Right-of-Way requirements identified and provided to the Department by NA
d) Right-of-Way to be certified by NA
e) Construction contract to be let by 10/01/2027
f) Construction to be completed by 10/01/2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Town of Bay Harbor Islands 1030 95th Street Bay Harbor Islands, FL 33154	453040-1-38-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2026 (Local Program)	$ 1,551,269.00	$ 801,269	$ ____	$ 750,000.00
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 1,551,269.00	$ 801,269.00	$ 0.00	$ 750,000.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 1,551,269.00	$ 801,269.00	$ 0.00	$ 750,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature Date

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 453019-1-38-01	FPN:	FPN:
Federal No (FAIN):	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund:	Fund:	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No:87-MIAMI-DADE Contract No:
Recipient Vendor No: F596000273009 Recipient Unique Entity ID (UEI) No: K1CKY81LR8M7

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Town of Bay Harbor Islands ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in NE 96TH ST OVER BAY HARBOR WATERWAY BRIDGE # 875102, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 07/01/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 700,693.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $ 525,520.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of

contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (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;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. 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 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

☒ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance 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).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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 any 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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

   i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

   ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A", "B", "C", "D", "E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Town of Bay Harbor Islands

By: _____

Name: Lindsley Noel, MAcc
Title: Town Manager

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name:
Title:

Legal Review:

_____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: FM453019-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Town of Bay Harbor Islands (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: The project is approximately 161 feet in length. The limits of the project extend from the West Island (25 53' 10.96" N, 80 08' 03.50" W) to the East Island (25 53' 11.22" N, 80 08' 01.04" W)

PROJECT DESCRIPTION: The project involves the replacement of the Bay Harbor Waterway Bridge that connects the East Island to the West Island in Bay Harbor Islands. Demolition of the existing bridge would be phased so that the flow of traffic would be maintained. Emergency vehicles would have 24 hours a day, 7 days a week access to pass through for emergencies.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by NA
b) Design to be completed by 07/01/2027
c) Right-of-Way requirements identified and provided to the Department by NA
d) Right-of-Way to be certified by NA
e) Construction contract to be let by 10/01/2027
f) Construction to be completed by 10/01/2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Town of Bay Harbor Islands 1030 95th Street Bay Harbor Islands, FL 33154	453019-1-38-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2026 (Local Program)	$ 700,693.00	$ 175,173	$ ____	$ 525,520.00
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 700,693.00	$ 175,173.00	$ 0.00	$ 525,520.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 700,693.00	$ 175,173.00	$ 0.00	$ 525,520.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature Date

RESOLUTION NO. 2533

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.

WHEREAS, the Town has received a Federal Grant in the amount of $525,520 to design a new bridge to replace the existing Bay Harbor Waterway Bridge; and

WHEREAS, this Grant will be administered by the Florida Department of Transportation (the Department); and

WHEREAS, the Department has certified the Town of Bay Harbor Islands to perform all associated activities of the Federal-Aid Highway Program and has requested that the Town Council approves execution of a Local Agency Program (LAP) Agreement between the Town and FDOT, as a prerequisite for accessing the grant funds; and

WHEREAS, the LAP Agreement describes the Department's participation in the Project, the terms and conditions upon which Department funds will be provided and sets forth the manner in which the project will be undertaken and completed; and

WHEREAS, staff agrees that the Agreement should be approved for execution in order to access Grant funds and believes that this is in the best interests 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 authorizes the execution of the Local Agency Program (LAP) Agreement, for the design of a new bridge to replace the Bay Harbor Waterway Bridge.

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

PASSED AND ADOPTED by the Town of Bay Harbor Islands this 12th day of November 2025.

Motion By: Council Member Rappaport
Second By: Council Member Fuller

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	Yes
Vice Mayor Stephanie Bruder	Absent
Council Member Teri D'Amico	Yes
Council Member Molly Diallo	Yes
Council Member Joshua Fuller	Yes
Council Member Eric Rappaport	Yes
Council Member Robert Yaffe	Yes

By: _____
Isaac Salver
Mayor

ATTEST:

_____
Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM:

_____
Greenspoon Marder, LLP
Town Attorneys
By: Skip Miller, Esq.

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 452428-3-38-01	FPN: 452428-4-34-01	FPN:
Federal No (FAIN):	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: CD24	Fund: EM26	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No:87-MIAMI-DADE Contract No:
Recipient Vendor No: F596000273009 Recipient Unique Entity ID (UEI) No: K1CKY81LR8M7

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Town of Bay Harbor Islands ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in TOWN OF BAY HARBOUR ISLANDS - BROAD CAUSEWAY BRIDGE REPLACEMENT, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 15,000,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $ 1,500,000.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of

contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment. the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch. in a sound, economical. and efficient manner, and in accordance with the provisions in this Agreement. and all applicable laws. The Project will be performed in accordance with all applicable Department procedures. guidelines, manuals. standards. and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300). which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

   i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

   ii. Maintains familiarity of day to day Project operations, including Project safety issues;

   iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

   iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

   v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

   vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

   vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (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;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. 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 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance 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).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project. including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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 any 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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. **Exhibits:**

a. **Exhibits "A", "B", "C", "D", "E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☒ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Town of Bay Harbor Islands

By: _____

Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name:
Title:

Legal Review:

_____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 452428-3-38-01,452428-4-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Town of Bay Harbor Islands (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: The project is approximately 0.77 miles in length.The limits of the project extend from the Broad Causeway Island (25 53'19.41"N, 80 8'54.52"W) on the west side (25 53'11.30"N, 80 8'18.93"W) to east of West Broadview Drive.

PROJECT DESCRIPTION: The project involves the replacement of the Broad Causeway Bridge connecting the Town of Bay Harbor Islands(Town) with the City of North Miami, to the west and Bal Harbour and Surside to the east, within Miami-Dade County. The bridge is part of the Broad Causeway, a roadway classified as "Urban Minor Arterial". The new bridge will be a 65 ft. High-Level Fixed Bridge on a southern alignment that replaces the existing Broad Causeway Bridge and bridge approaches. The new bridge includes a 4-lane divided roadway with two, 11 ft. lanes in each direction separated by 4 ft. inside shoulders and a 2 ft. concrete barrier wall. The outside shoulders are 8 ft. wide, adjacent to concrete barrier walls. A 14 ft. shared-use path along the north side of the new bridge accommodates pedestrians and bicycles with a 1.5 ft. barrier wall to safely separate travel lanes and the path. The design and posted speed would be 30 miles per hour (mph), as it is today.
The new alignment would be located to the south of the existing bridge, allowing for traffic to be maintained along the existing bridge while the proposed bridge is constructed. Demolition of the existing bridge would be phased, so that traffic would be maintained within the existing corridor for most of the construction duration and progressively be transferred from the existing bridge to the new bridge. Emergency vehicles would have 24 hours a day, 7 days a week access to pass through the corridor for emergencies. The corridor would continue to be used as a Hurricane Evacuation Route during construction as it is today.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by 10/31/2025 (PD&E Study)
b) Design to be completed by 12/31/2027
c) Right-of-Way requirements identified and provided to the Department by NA
d) Right-of-Way to be certified by NA
e) Construction contract to be let by 06/01/2028

f) Construction to be completed by 06/01/2032

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Town of Bay Harbor Islands 1030 95th Street Bay Harbor Islands, FL 33154	452428-3-38-01 452428-4-34-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2026 (Local Program)	$ 9,500,000.00	$ 9,000,000.00	$ ____	$ 500,000.00
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 9,500,000.00	$ 9,000,000.00	$ 0.00	$ 500,000.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Design Phase State 34)				
FY: 2026 (ILocal Transportation Project)	$ 5,500,000.00	$ 4,500,000.00	$ 1,000,000.00	$ ____
FY: (Insert Program Name)	$ ____	$ ____	$ ____	$ ____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 5,500,000.00	$ 4,500,000.00	$ 1,000,000.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 15,000,000.00	$ 13,500,000.00	$ 1,000,000.00	$ 500,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature Date

AGREEMENT

between

Town of Bay Harbor Islands

and

BCC Engineering, LLC

for

Engineering Consultant Services for Bridge Project and Compliance Support

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

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 13th day of August, 2025 by and between:

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

and

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

WHEREAS, the Town Council of the Town of Bay Harbor Islands, Florida at its meeting of August 13, 2025, authorized by motion the execution of this Agreement between CONSULTANT and TOWN authorizing the performance of Engineering, RFQ No. 5-1026-PW-0-2025/FVR, incorporated herein, (the "Agreement"); and Consultant Services for Bridge Project Compliance and Support

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

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

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

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

1.1 AGREEMENT: Means this document between the TOWN and CONSULTANT dated August 13, 2025, and any duly authorized and executed Amendments to the Agreement.

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

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

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

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

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

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

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

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

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

1.11 CONSULTANT: BCC Engineering LLC., the CONSULTANT selected to perform professional services pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2
PREAMBLE

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

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

ARTICLE 3
SCOPE OF SERVICES

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

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

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

ARTICLE 4
GENERAL PROVISIONS

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

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

ARTICLE 5
PRIORITY OF PROVISIONS

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

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

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

Third priority: This AGREEMENT.

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

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

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

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

ARTICLE 6
TASK ORDERS

6.1 The Project will be divided into "Tasks."

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

ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

7.1 TERM.

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

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

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

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

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

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

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

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

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not-To-Exceed Amount Compensation

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

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

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

8.2 REIMBURSABLES

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

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

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

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

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

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

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

8.3 METHOD OF BILLING

8.3.1 Not-To-Exceed Amount Compensation

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

8.4 METHOD OF PAYMENT

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

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

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

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

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

ARTICLE 9
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

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

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

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

ARTICLE 10
CONSULTANT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

10.9.2 Unless otherwise agreed by both Parties in writing, any change to the work identified as an *Error* on the part of the CONSULTANT shall be considered an additional cost to the TOWN which would not have been incurred without such Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT at no additional cost to the TOWN.

For purposes of this Agreement, *Omissions* shall mean work required for the Project that was not included in the original design due to oversight or miscalculation by the CONSULTANT. The CONSULTANT shall make reasonable efforts to minimize such Omissions and, if they occur, shall cooperate fully with the TOWN in addressing and mitigating any resulting additional cost.

10.9.3 If the cumulative additional costs to the TOWN directly attributable to the CONSULTANT's Errors and Omissions exceed two percent (2%) of the total Construction Cost of the Project, the TOWN reserves the right to recover from the CONSULTANT the portion of such costs exceeding the two percent (2%) threshold, to the extent such costs are determined to have resulted from the CONSULTANT's failure to meet the applicable professional standard of care.
Any such recovery may be made by offset against payments otherwise due under this Agreement or through other remedies available at law or in equity. The Contract Administrator's determination as to whether a Change Order is caused by an Error or Omission, taking into consideration industry standards.

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

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

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

ARTICLE 11
TOWN'S RESPONSIBILITIES

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

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

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

11.4 TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the CONSULTANT.

ARTICLE 12
MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

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

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

12.2 TERMINATION

12.2.1 Termination for Cause. It is expressly understood and agreed that the TOWN may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely or satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 12.27. In the case of termination by the TOWN for cause, the CONSULTANT shall be first granted a 10-working day cure

period after receipt of written notice from the TOWN. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the TOWN from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates forthe actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, the CONSULTANT shall indemnify the TOWN against any and all loss pertaining to this termination.

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

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

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

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

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

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

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

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

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

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

apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color,gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

12.5 MINORITY PARTICIPATION

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

12.6 PUBLIC ENTITY CRIMES ACT

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

12.7 SUBCONSULTANTS

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

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

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

The list of sub-consultants submitted is as follows:

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

12.8 ASSIGNMENT AND PERFORMANCE

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

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

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

12.9 INDEMNIFICATION OF TOWN

12.9.1 CONSULTANT shall indemnify and hold harmless TOWN, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement.

In the event that any action or proceeding is brought against the TOWN arising out of the CONSULTANT's services, the CONSULTANT shall, upon

written notice from the TOWN, defend or reimburse the TOWN for reasonable defense costs incurred, using counsel reasonably acceptable to the TOWN, to the extent such costs are caused by the negligence, recklessness, or intentional misconduct of the CONSULTANT or persons employed or utilized by the CONSULTANT.

Pursuant to Section 558.0035, Florida Statutes, an individual or agent of CONSULTANT may not be held individually liable for negligence arising out of this Agreement, provided such individual or agent is acting within the course and scope of his or her employment or agency.

The Parties mutually waive consequential damages for claims, disputes, or other matters arising out of or relating to this Agreement; however, this waiver shall not apply to any third-party claims or indemnification obligations provided herein

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

12.10 LIMITATION OF TOWN'S LIABILITY

Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the TOWN's liability as set forth in Section 768.28, Florida Statutes (2024), or to extend the TOWN's liability beyond the limits established in said Section 768.28 (2024); and no claim or award against the TOWN shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

12.11 INSURANCE

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

approval by the TOWN's Risk Manager.

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Professional Liability

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

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

Umbrella/Excess Liability

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

Employer's Liability.

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

a) CONSULTANT shall provide the Town with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

b) CONSULTANT shall provide to the Town a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c) In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d) In the event the Agreement term or any surviving obligation of CONSULTANT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, CONSULTANT

shall provide the Town with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Town reserves the right to suspend the Agreement until this requirement is met.

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

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

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

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

The Certificate Holder should read as follows:

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

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

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

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

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

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

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

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

12.12 REPRESENTATIVE OF TOWN AND CONSULTANT

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

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

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

12.14 CONSULTANT'S STAFF

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

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

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

12.15 INDEPENDENT CONTRACTOR

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

12.16 THIRD PARTY BENEFICIARIES

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

12.17 CONFLICTS

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

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

In the event CONSULTANT is permitted to utilize subconsultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such

subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

12.18 CONTINGENCY FEE

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

12.19 WAIVER OF BREACH AND MATERIALITY

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

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

12.20 COMPLIANCE WITH LAWS

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

12.21 SEVERABILITY

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

12.22 JOINT PREPARATION

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

12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or

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

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

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

12.25 SOLICITATION AND EXHIBITS

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

12.26 EXECUTION IN COUNTERPARTS

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

12.27 NOTICES

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

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

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

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

12.28 PERMITS, LICENSES AND TAXES

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

12.29 ENVIRONMENTAL, HEALTH AND SAFETY

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

12.30 STANDARD OF CARE

CONSULTANT represents that it is qualified to perform the work, that

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

12.31 TRUTH-IN-NEGOTIATION CERTIFICATE

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

12.32 EVALUATION

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

12.33 STATUTORY COMPLIANCE

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

12.34 SCRUTINIZED COMPANIES

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

Town may terminate this Agreement at the TOWN's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorist Sectors List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

12.35 PUBLIC RECORDS

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

CONSULTANT shall:

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

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

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

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

TOWN.

12.36 INTELLECTUAL PROPERTY

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

12.37 RIGHTS IN DOCUMENTS AND WORK

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

12.38 REPRESENTATION OF AUTHORITY

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

12.39 NON-DISCRIMINATION

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

12.40 E-VERIFY

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

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

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

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

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

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

12.41 ANTI-HUMAN TRAFFICKING

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

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

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

TOWN

TOWNOF BAY HARBOR ISLANDS, a Florida municipal corporation

By: _____
Lindsley Noel
Town Manager

Date: 10/17/2025

ATTEST:

By: _____
Evelyn Herbello
Town Clerk

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

WITNESSES:

Karina Tijerino

Karina Tijerino
Print Name

VICTOR HERRERA
Print Name

(CORPORATE SEAL)

BCC ENGINEERING, LLC,
a Florida limited liability company.

By: _____

Print Name: Eugenio L. Ochoa

Title: Senior Vice President

BCC ENGINEERING, LLC CORPORATE SEAL 1994 FLORIDA

STATE OF Florida :

COUNTY OF Miami-Dade :

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16th day of October, 2025, by (Name) as (Title) of BCC Engineering, LLC, a Florida limited liability company. Eugenio Ochoa Senior Vice President

Notary Public State of Florida
Ellie A. Perez
My Commission HH 691813
Expires 6/24/2029

_____
(Signature of Notary Public - State of Florida)

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

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT A

SCOPE OF SERVICES

3.1 Purpose

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

3.2 Require Qualifications

The selected firm(must possess:

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

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

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

3.3 Scope of Services

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

3.4 Work Standards

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

FDOT Compliance Requirements

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

3.5 Tasks

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

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

of municipal projects.

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

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

3.6 Schedule

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

3.7 Functional Areas of Interest

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

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

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

3.8 Quality Assurance/Quality Control

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

The consultant is responsible for the professional quality, technical accuracy and coordination of all pre- design services, designs, drawings, specifications, cost estimates and other services furnished by the consultant and their sub-consultants. It is the consultant's responsibility to independently and continually QC their plans, specifications, and all other project deliverables. Upon Town request, the consultant shall provide the Town with a marked up set of plans and specifications showing the consultant's QC review.
The mark-ups submittals shall include the names of the consultant's staff that performed the QC review for each component or functional area (e.g., structures, roadway, drainage, etc.).

3.9 Document Submittal Format

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

EXHIBIT B - HOURLY RATES

CCNA- Engineering Consultant Services for Bridge Project, Compliance and Support.

Hourly Billing Rates for Task Orders

Classification	Hourly Rate	FINAL AGREED RATES
CIVIL ENGINEERING SERVICES	BCC Engineering	
TRANSPORTATION/BRIDGE ENGINEERING SERVICES		
WATER & WASTEWATER ENGINEERING SERVICES		
STRUCTURAL ENGINEERING SERVICES		
Principal Engineer	$ 535.22	$ 280.00
Project Manager	$ 319.17	$ 265.00
Chief Engineer	$ 310.66	$ 265.00
Project Engineer (PE)	$ 243.99	$ 200.00
Staff Engineer, E.I.	$ 144.90	$ 125.00
Senior Designer	$ 162.09	$ 130.00
Drafts Person/CADD Operator	$ 135.38	$ 100.00
Clerical/Administrative Staff	$ 84.00	$ 70.00
Chief Planner	$ 238.48	$ 135.00
Senior Planner	$ 157.08	$ 140.00
Project Planner	$ 136.35	$ 110.00
Planner	$ 105.79	$ 95.00
Chief Utility Coordinator	$ 180.00	$ 160.00

Utility Coordinator	$ 90.00	$ 90.00
Mechanical/Electrical/Architecture	**Subconsultant - Parsons**	
Mechanical Engineer (PE)	$ 369.90	$ 230.00
Electrical Engineer (PE)	$ 305.52	$ 230.00
Project Architect	$ 245.68	$ 200.00
Landscape Architecture and Planning Services	**Subconsultant - Miller Leg**	
Senior Landscape Architect	$ 230.00	$ 205.00
Project Landscape Architect	$ 170.00	$ 170.00
Staff Landscape Architect	$ 140.00	$ 110.00
Landscape / Irrigation Designer	$ 125.00	$ 100.00
Environmental Services / Monitoring	**Subconsultant - SmartSciences**	
Principal Scientist	$ 285.00	$ 220.00
Sr. Environmental Scientist II	$ 225.00	$ 195.00
Sr. Environmental Scientist I	$ 185.00	$ 165.00
Project Environmental Scientist II	$ 170.00	$ 140.00
Project Environmental Scienitist I	$ 165.00	$ 115.00
Staff Environmental Scientist II	$ 150.00	$ 110.00
Staff Environmental Scientist I	$ 135.00	$ 90.00
Field Technician	$ 100.00	$ 90.00
Clerical/Administrative Staff	$ 75.00	$ 70.00
Environmental Services / Monitoring	**Subconsultant - NV5**	
Principal Scientist	$ 300.00	$ 210.00
Sr. Environmental Scientist I	$ 175.00	$ 155.00
Project Environmental Scienitist I	$ 150.00	$ 115.00
Staff Environmental Scientist I	$ 125.00	$ 90.00
Field Technician	$ 115.00	$ 70.00
Clerical/Administrative Staff	$ 75.00	$ 70.00

Geotechnical Engineering	Subconsultant - HRES			
A. FIELD SERVICES & TESTING	-			
TEST BORINGS	-			
Standard Penetration Test Borings (ATSM D-1586) - Truck-Mounted Rig: 0-50Ft	$ 18.00	$	18.00	lf
Standard Penetration Test Borings (ATSM D-1586) - Truck-Mounted Rig: 50-100Ft	$ 24.00	$	24.00	lf
Grout Boreholes-Truck-Mounted Rig: 0-50Ft	$ 8.50	$	8.00	lf
Grout Boreholes-Truck-Mounted Rig: 50-100Ft	$ 11.00	$	9.00	lf
Temporary Casing 3" - Truck-Mounted Rig: 0-50Ft	$ 10.50	$	10.50	lf
Temporary Casing 3" - Truck-Mounted Rig: 50-100Ft	$ 11.50	$	11.50	lf
Extra SPT Samples - Truck-Mounted Rig: 0-50Ft	$ 60.00	$	40.00	lf
Extra SPT Samples - Truck-Mounted Rig: 50-100Ft	$ 70.00	$	55.00	lf
Geo Wash Boring - 0-50Ft	$ 10.00	$	10.00	lf
Geo Wash Boring - 50-100Ft	$ 15.00	$	12.50	lf
Drill Rig Mobilization - Truck Mounted	$ 500.00	$	425.00	each
Mobilization Tri-Pod	$ 400.00	$	350.00	lf
MOT Arrow Board	$ 50.00	$	50.00	day
MOT Cones	$ 3.50	$	3.50	each
MOT Signs	$ 5.00	$	5.00	each
Geo/MOT Drill Crew Support Vehicle	$ 50.00	$	42.50	each
Permeability/Percolations Tests – Field (SFWMD Usual Open Hole Method): 0 - 15 Ft	$ 550.00	$	475.00	each
Double Ring Infiltration Test (DRI)	$ 600.00	$	525.00	each
Asphalt Pavement Coring - 6" Dia without Base Depth Check	$ 150.00	$	125.00	each
Geo Drill Crew - 2 Person	$ 170.00	$	170.00	hour
Geo Drill Crew - 3 Person	$ 255.00	$	225.00	hour
SOIL TESTING	-			
Field Density/Test (five [5] minimum per visit)	$ 75.00	$	55.00	each
Standard Proctors (Each)	$ 170.00	$	145.00	each
Modified Proctors (Each)	$ 190.00	$	165.00	each

Limerock Bearing Ratio Test (Each)	$ 350.00	$ 350.00	each
Atterberg Limit Test (Each)	$ 95.00	$ 90.00	each
Soils Corrosion Series (FM 5-550 through 5-553)	$ 180.00	$ 160.00	each
Soils Materials Finer than 200 Sieve (FM 1-T011)	$ 55.00	$ 40.00	each
Soils Moisture Content Lab (AASHTO T265)	$ 20.00	$ 20.00	each
Soils Organic Content Ignition (FM 1 T-267)	$ 55.00	$ 45.00	each
Soils Particle Size Analysis (AASHTO T88)	$ 65.00	$ 55.00	each
SAMPLING & TESTING OF FRESH CONCRETE	-		
Field Sampling Fresh Concrete (sampling, molding, slump testing, temperature) (Per Hour)	$ 85.00	$ 75.00	hour
Curing, capping and compressive strength testing of concrete cylinders in Consultant's	$ 145.00	$ 100.00	set
Cylinder Pickup (Per Hour)	$ 75.00	$ 60.00	hour
Engineering Technician (Stand-by Time)	$ 85.00	$ 85.00	hour
MASONARY MATERIALS	-		
Field Sampling (sampling, molding, flow cone test, testing, temperature) (Per Hour)	$ 85.00	$ 55.00	hour
Grout Prism Test - Per Prism	$ 175.00	$ 110.00	each
2"x2" Cubes Test (Six [6] per set) - Per Cube	$ 45.00	$ 45.00	each
Masonry Sample Pickup (Per Hour)	$ 75.00	$ 75.00	hour
AGGREGATE TESTING	-		
Grain size determination:	-		
A. Full grain size (8 sieves)	$ 85.00	$ 80.00	each
B. Wash through (#200)	$ 60.00	$ 60.00	each
Sieve Analysis – Course Aggregate	$ 85.00	$ 75.00	each
ASPHALT TESTING	-		
Asphalt Cores (obtaining core samples) (Min. 3) - Does Not Include MOT, Report	$ 100.00	$ 85.00	each
MISCELLANEUS SERVICES	-		

Install Groundwater Monitoring Well, <25' (per PBCWUD Stds & Details), 2" dia., min. 2	$ 65.00	$ 65.00	lf
Install Groundwater Monitoring Well, 25' - 50' (per PBCWUD Stds & Details), 2" dia., min 2	$ 90.00	$ 40.00	lf
Drill Rig Mobilization - Truck Mounted	$ 500.00	$ 450.00	each
FOUNDATION TESTING SERVICES	-		
Vibration/ Noise Monitoring Equipment - seismograph with geophone or microphone	$ 200.00	$ 175.00	hour
SITE PREPARATION MONITORING & TESTING	-		
In-situ Density Tests - Nuclear Gauge Method (ASTM D 2922)	Same as Field Density/Test (five [5] minimum) Above		
MONITOR WELL INSTALLATION & TESTING	-		
Non-Environmental (2-inch diameter)* 0 - 25-ft depth	$ 65.00	$ 40.00	lf
Environmental (2-inch diameter)* 0 - 25-ft depth	$ 90.00	$ 50.00	lf
Drill Rig Mobilization - Truck Mounted	$ 500.00	$ 450.00	each
Well sampling * (Inspector)	$ 95.00	$ 90.00	hour
B. PERSONNEL	-		
Principal Engineer	-		
Senior Engineer	$ 185.00	$ 185.00	
Project Engineer (PE)	$ 155.00	$ 155.00	
Staff Engineer	$ 115.00	$ 115.00	
Sr. Inspector	$ 115.00	$ 110.00	
Inspector	$ 95.00	$ 82.50	
Drafts Person/Cad Operator	$ 95.00	$ 95.00	
Clerical/Administrative Staff	$ 62.00	$ 62.00	
Land Surveying & Mapping Services	**Subconsultant - MG Vera**		
Principal Surveyor	$ 334.17	$ 220.00	

Sr. Professional Land Surveyor	$ 244.32	$ 190.00	
Professional Land Surveyor	$ 212.17	$ 150.00	
Survey CADD / GIS Tech	$ 109.30	$ 109.50	
Field Crew Supervisor	$ 176.81	$ 120.00	
Survey Crew	$ 247.53	$ 210.00	
Administrative	$ 112.51	$ 70.00	
Marine / Coastal Engineering	**Subconsultant - Intera**		
Principal Engineer	$ 295.03	$ 280.00	
Senior Engineer / Project Manager	$ 253.82	$ 220.00	
Project Engineer (PE)	$ 182.91	$ 182.95	
Staff Engineer, E.I.	$ 118.31	$ 118.30	
Senior Designer	$ 108.34	$ 108.35	
Subsurface Utility Exploration	**Subconsultant - MG Vera**		
Project Manager/PE/PLS PLS	$ 220.21	$ 220.20	
Utility Location Manager/Party Chief	$ 125.37	$ 125.40	
CADD Operator	$ 138.23	$ 115.00	
Technical Locator/Instrument Op.	$ 99.66	$ 90.00	
Clerical	$ 112.51	$ 70.00	
1 Utility Test Hole 0-6' - per hole	$ 2,434.97	$ 2,400.00	job
2 Utility Test Holes 0-6' - per hole	$ 1,217.49	$ 1,200.00	job
3 or More Utility Test Holes 0-6' - per hole	$ 858.00	$ 850.00	job
Excess Depth (Over 6') - per foot	$ 139.04	$ 140.00	lf
Traffic Control – Arrow Board**	$ 278.07	$ 275.00	day
Construction, Engineering, and Inspections	**BCC Engineering - CEI**		
Senior Project Engineer II	$ 374.40	$ 225.00	
Senior Project Engineer I	$ 208.00	$ 200.00	
Project Administrator / Project Engineer	$ 217.60	$ 190.00	
Senior Inspector	$ 134.40	$ 134.00	
Inspector	$ 96.00	$ 96.00	

Corrosion Testing	**Subconsultant - Concorr**	
Senior Engineer / Project Manager	$ 300.59	$ 265.00
Project Environmental Scientist	$ 106.93	$ 106.93
Field Crew Supervisor	$ 80.06	$ 80.00
Survey Crew	$ 56.34	$ 56.35
Photogrammetric Mapping Services	**Subconsultant - IF Rooks**	
SUR Aerial Sensor Operator	$ 79.60	$ 79.60
SUR Chief Surveyor	$ 290.86	$ 225.00
SUR Mobile Survey Analyst 3	$ 119.78	$ 110.00
SUR Single Engine Aircraft Pilot	$ 127.36	$ 127.35
Technician Aid	$ 79.60	$ 70.00
Cultural Resources	**Subconsultant - Janus Research**	
Project Manager	$ 255.16	$ 220.00
Archaeologist	$ 79.99	$ 75.00
Chief Archaeologist	$ 142.23	$ 130.00
Senior Archaeologist	$ 90.14	$ 90.15
Chief Scientist (Chief Architectural Historian)	$ 198.11	$ 190.00
Senior Scientist (Senior Architectural Historian)	$ 135.79	$ 135.80
Scientist (Architectural Historian)	$ 80.02	$ 80.00
Graphic Designer	$ 80.43	$ 80.50
Secretary/Clerical	$ 54.08	$ 54.00
PUBLIC INVOLVEMENT	**Subconsultant - MRG**	
Senior Community Outreach Specialist	$ 121.25	$ 85.00
Community Outreach Specialist	$ 87.80	$ 55.00
Graphic Designer	$ 109.40	$ 85.00

RESOLUTION NO. 2498

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

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

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

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

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

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

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

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

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

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

Section 4. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 13th day of August 2025.

Motion By: Vice Mayor Bruder
Second By: Council Member Yaffe

FINAL VOTE ON ADOPTION:

Council Member Teri D'Amico	Yes
Council Member Molly Diallo	Yes
Council Member Joshua Fuller	Absent
Council Member Eric Rappaport	Yes
Council Member Robert Yaffe	Yes
Vice Mayor Stephanie Bruder	Yes
Mayor Isaac Salver	Yes

ISAAC SALVER, MAYOR

ATTEST:

EVELYN HERBELLO, MMC
INTERIM TOWN CLERK

APPROVED AS TO FORM:

GREENSPOON MARDER LLP
TOWN ATTORNEYS

TASK ORDER No. 01

Dated this 7th day of November, 2025

PUBLIC WORKS DEPARTMENT

PROCUREMENT SUPPORT FOR:
FM 453019-1-38-01 – BRIDGE NO. 875102 - NE 96TH STREET OVER BAY HARBOR WATERWAY
FM 453040-1-38-01 – BRIDGE NO. 875103 - KANE CONCOURSE (SR 922) OVER INDIAN CREEK

PROFESSIONAL SERVICES

This Task Order between the Town of Bay Harbor Islands, a Florida municipal corporation ("TOWN"), and BCC Engineering, LLC, a limited liability company authorized to transact business in Florida ("CONSULTANT"), is pursuant to the Engineering Consultant services for Bridge Project and Compliance Support Consultant Services Agreement dated October 17, 2025 and expiring on October 17, 2028 ("MASTER AGREEMENT").

PROJECT BACKGROUND

Professional Services related to a continuing contract for Engineering Consultant Services. Services for this projects may include construction specification development; contract and bidding document development; code analysis; jurisdictional review and permitting assistance; bid/award support and concurrence; negotiation support; construction/contract administration services; construction phase field support services; inspections; construction observation and project progress documentation; post-occupancy surveys and related services; surveying; photographic and video-graphic project support; GIS and CADD project support; other data and information system project support, etc.

Under this TWO, the CONSULTANT will support the TOWN with procurement review and documentation support on the services required for the planning, design, permitting, bidding assistance, and construction support for both bridge replacement projects, consistent with all applicable Federal, State, and Local regulations.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the Town the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the TOWN. All

sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The Town shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the TOWN with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall support the TOWN during the complete duration of the procurement for FM 453019-1-38-01 – Bridge No. 875102 - NE 96th Street over Bay Harbor Waterway & FM 453040-1-38-01 – Bridge No. 875103 - Kane Concourse (SR 922) over Indian Creek

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

Task 1 – Support for Request for Qualifications (RFQ) Package

- Compliance with local procurement requirements, state and federal funding guidelines, best practices for consultant selection including LAP Coordination requirements
- Evaluate Framework and Support
- Respond to questions, presubmittal meeting, coordinate site visit, technical advisor for section committee
- Attending commission meeting for award

Deliverables: There are no deliverables under this TWO.

PROJECT ASSUMPTIONS

- TOWN shall provide access to site.
- Town shall provide existing electronic CAD files, if available.
- Town shall provide all submitted proposals to the CONSULTANT.
- The following items are excluded from the Scope of Services:
    - More than two (2) pre-submittal meeting
    - More than two (2) site visits during procurement
    - Regularly scheduled meetings (more than 3) and more than two (2) design and coordination meeting.

ADDITIONAL SERVICES

If authorized in writing by the TOWN, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The TOWN, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Task 1 - Support for Request for Qualifications (RFQ) Package during the duration of the procurement.

PROJECT FUNDING

Performance of this project is at the TOWN's discretion and may be contingent upon the TOWN receiving funding and work shall not begin until the TOWN provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the TOWN for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the TOWN's approved pay application request form. The CONSULTANT shall submit the pay application request to the TOWN's Project Manager for review and approval. Once the TOWN's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the TOWN's accounts payable department via email (mromero@bayharborislands-fl.gov) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Task 1 - Support for Request for Qualifications (RFQ) Package	$87,360.00
Grand Total	**$87,360.00**

TOWN CONTACTS

Requests for payments should be directed to Town of Bay Harbor Islands Accounts Payable via e-mail to mromero@bayharborislands-fl.gov after getting approval from the TOWN's Project Manager. All other correspondence and submittals should be directed to the attention of Randy Daniel, Town Engineer, at the address shown below. **Please be sure that all correspondence refers to the TOWN project number and title as stated above.**

Randy Daniel, PE
Town Engineer
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154
305-866-6241 ext 121
rdaniel@bayharborislands-fl.gov

CONSULTANT CONTACTS

Joan De La Rosa, PE
BCC Engineering, LLC
6401 SW 87th Ave
Miami, FL 33174
Email: jdelarosa@bcceng.com
Phone: 305-670-2350

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 municipal corporation of the State of Florida.

_____
Lindsley Noel
Town Manager

_____
Date

CONSULTANT

WITNESSES:

Dunay Ruiz
[Witness print/type name]

Andres Brizuela
[Witness print/type name]

(CORPORATE SEAL)

_____,BCC Engineering LLC.,
a Florida limited liability company.

Eugenio L. Ochoa
[Print Name, check title]

☐ President ☑ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary
Jose Munoz
[Print Name]

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14th day of November, 2025, by Eugenio Ochoa as Senior Vice President for BCC Engineering, LLC, a FL Limited Liability company (or corporation).

(SEAL)

Notary Public State of Florida
Ellie A. Perez
My Commission HH 691813
Expires 6/24/2029

(Signature of Notary Public – State of Florida)

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

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

Exhibit A – Work Break Down Fee Schedule

TWO NO. 01 - ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Task	Total Hours	Principal Engineer $280.00	Project Manager $265.00	Chief Engineer $265.00	Project Engineer (PE) $200.00	SH By Activity	Salary Cost By Activity	Average Rate Per Task
Prepare a Request for Qualifications (RFQ) Package								
Compliance with local procurement requirements, state and federal funding guidelines, best practices for consultant selection including LAP Coordination requirements	80	8	40	24	8	80	$20,800	$260.00
Develop Evaluation Criteria and Selection Procedures	0	0	0	0	0	0	$0	#DIV/0!
Evaluate Framework and Support Respond to questions, presubmittal meeting, coordinate site visit, technical advisor for section committee	200	20	100	60	20	200	$52,000	$260.00
Attend meetings for resolution and award	56	6	28	17	6	56	$14,560	$260.00
Total Staff Hours		34	168	101	34	336		
Total Staff Cost		$9,408.00	$44,520.00	$26,712.00	$6,720.00		**$87,360.00**	**$260.00**

Check = $87,360.00

SALARY RELATED COSTS:		$87,360.00
GRAND TOTAL ESTIMATED FEE:		**$87,360.00**

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A TASK WORK ORDER WITH BCC ENGINEERING, LLC IN THE AMOUNT OF $87,360 FOR ENGINEERING AND COMPLIANCE SERVICES REQUIRED PURSUANT TO THE LOCAL AGENCY PROGRAM (LAP) AGREEMENTS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF THE BAY HARBOR WATERWAY BRIDGE (FDOT BRIDGE NO. 875102) AND THE INDIAN CREEK BRIDGE (FDOT BRIDGE NO. 875103); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands ("Town") obtained Local Agency Program ("LAP") certification on September 10, 2025, which allows the Town to partner with the Florida Department of Transportation ("FDOT") on projects utilizing federal and state funding; and

WHEREAS, the Town secured federal funding in the amount of $525,520 toward the estimated design cost of $700,693 for the Bay Harbor Waterway Bridge (FDOT Bridge No. 875102) and federal funding in the amount of $750,000 toward the estimated design cost of $1,551,269 for the Indian Creek Bridge (FDOT Bridge No. 875103); and

WHEREAS, the Bay Harbor Waterway Bridge, constructed in 1958, and the Indian Creek Bridge, constructed in 1963, have each been identified by FDOT as structurally deficient and received a National Bridge Inspection (NBI) rating of 4 for the bridge deck and superstructure in 2024, indicating these structural elements are in poor condition; and

WHEREAS, BCC Engineering, LLC ("BCC"), a continuing services engineering consultant to the Town, has submitted a proposal in the amount of $87,360 to provide engineering and compliance services required pursuant to the LAP Agreements for the design of the Bay Harbor Waterway Bridge (FDOT Bridge No. 875102) and the Indian Creek Bridge (FDOT Bridge No. 875103)

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

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

Section 2 Approval of Task Work Order. The Town Council hereby approves a Task Work Order with BCC Engineering, LLC in the amount of $87,360 for engineering and compliance services required pursuant to the LAP Agreements for the design of the Bay Harbor Waterway Bridge (FDOT Bridge No. 875102) and the Indian Creek Bridge (FDOT Bridge No. 875103).

Section 3 Implementation. The Town Manager is authorized to execute the Task Work Order and any documents necessary to implement the provisions of this Resolution.

Section 4 Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution.

Section 5 Conflicts. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 6 Effective Date. This Resolution shall take effect upon its passage and adoption

PASSED and ADOPTED this 12th day of March, 2026.

Motion By: _____

Second By: _____

FINAL ADOPTION VOTE:

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:

_____
MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: Tania Cruz-Gimenez, Esq.

AGENDA ITEM REPORT
March 12, 2026

ITEM NUMBER: 6.

ITEM: Consideration and approval of a resolution establishing and adopting accounting policies. - Town Manager.

DESCRIPTION:
Upon review of Town records, staff was unable to locate a Council-approved Purchasing Card (P-Card) Policy or Capitalization Policy. To address this gap, staff developed the attached policies in accordance with applicable Florida state statutes, County and Town ordinances, and best practices established by the Government Finance Officers Association (GFOA). The policies are now presented to the Town Council for consideration and formal adoption.

RECOMMENDED ACTION:
Staff recommends Town Council approve the attached resolution approving and adopting the attached Purchasing Card (P-Card) Policy and Capitalization Policy, which will establish clear, consistent guidelines for Town operations in compliance with applicable state statutes, County and Town ordinances, and GFOA best practices.

FINANCIAL ANALYSIS:
Not applicable

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	BHI_Capital_Asset_Policy_2026.02.20
2.	BHI_PCard_Policy_2026.02.23
3.	Resolution Adopting Accounting Policies-ITEM 6

TOWN OF BAY HARBOR ISLANDS, FLORIDA

Finance Department

CAPITAL ASSET, LEASE, AND DEPRECIATION POLICY

Policy Number:	FIN-CAP-001
Effective Date:	October 1, 2025 (Fiscal Year 2026)
Supersedes:	All prior capital asset policies and procedures
Next Review Date:	September 30, 2028 (triennial review cycle)
Policy Owner:	Finance Director
Approved By:	Town Council — Resolution No. _____

1. Purpose and Scope

The purpose of this policy is to establish standardized criteria for the capitalization, valuation, depreciation, and inventory control of all assets utilized by the Town of Bay Harbor Islands (the "Town"). This framework ensures the Town's financial reporting complies with Generally Accepted Accounting Principles (GAAP) as applied to governmental entities, current Governmental Accounting Standards Board (GASB) pronouncements, and the property record requirements for local governments established in Florida Statutes, Chapter 274, as administered through Department of Financial Services (DFS) Rule 69I-73, F.A.C.

This policy applies to all Town funds, including governmental funds (General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds) and proprietary/enterprise funds (Water & Sewer Utility, Stormwater, Solid Waste, Parking, Causeway operations, and any other enterprise or internal service funds). Capital asset transactions are reported on the full accrual basis in the government-wide financial statements and in all proprietary fund statements. In governmental fund statements, capital outlays are reported as expenditures rather than assets.

This policy also satisfies the GFOA best practice recommendation that governments adopt a formal written capital asset policy that is reviewed and updated on a regular schedule. This policy shall be reviewed no less than every three (3) fiscal years, or sooner upon the adoption of new GASB pronouncements, material changes to Florida statutes, or significant changes in the Town's asset base.

2. Asset Classifications and Definitions

A capital asset is defined as property used in Town operations that is not consumed by its first use and has an estimated useful life exceeding one (1) year. Capital assets must also meet or exceed the applicable capitalization threshold established in Section 3. Capital assets include the following categories:

2.1 Property, Plant, and Equipment

Tangible assets with physical substance acquired or constructed for use in Town operations, including land, buildings, land improvements, machinery, equipment, vehicles, and furniture and fixtures.

2.2 Infrastructure Assets

Long-lived capital assets that are normally stationary in nature and can be preserved for a significantly greater number of years than most capital assets. Infrastructure assets include, but are not limited to, water and sewer utility plant and distribution systems, stormwater systems, roads, bridges (including the Broad Causeway), sidewalks, curbs and gutters, traffic signals, and drainage systems. The Town elects to depreciate all eligible infrastructure assets using the straight-line method (see Section 5), and does not currently elect the Modified Approach permitted under GASB Statement No. 34.

2.3 Intangible Assets (GASB Statement No. 51)

Non-financial assets lacking physical substance that are identifiable, either because they are separable or because they arise from contractual or legal rights. Intangible assets subject to GASB 51 include internally generated computer software, acquired software licenses granting perpetual or indefinite rights to use, easements, water rights, and similar assets. Internally generated software costs are capitalized only during the application development stage; preliminary project-stage and post-implementation/operations-stage costs are expensed as incurred.

2.4 Right-of-Use (ROU) Lease Assets (GASB Statement No. 87)

The Town's right to use another entity's nonfinancial asset (the underlying asset) for a period of time as specified in a lease agreement. A lease asset is recognized at the commencement of the lease term and measured at the present value of future lease payments plus any lease incentives received. The ROU asset is distinct from the underlying asset itself. Short-term leases (maximum possible lease term of 12 months or less, including renewal options) are excluded from recognition and are expensed as incurred.

2.5 Subscription-Based IT Arrangement (SBITA) Assets (GASB Statement No. 96)

A SBITA is a contract that conveys control of the right to use a vendor's IT software, alone or in combination with tangible capital components, as specified in the contract for a period of time in an exchange or exchange-like transaction. SBITAs are distinct from GASB 51 intangible assets: GASB 96 applies to subscription-based access to vendor-hosted software ("cloud" or SaaS arrangements), while GASB 51 governs perpetual or indefinite software licenses. The Town recognizes a subscription asset and corresponding subscription liability at commencement of the subscription term.

Bundled Contracts: When a SBITA contract includes both software subscription components and tangible capital asset components, each component must be evaluated independently. Tangible components meeting applicable thresholds shall be accounted for under GASB 87 (if leased) or capitalized as PP&E (if owned). Software subscription components shall be evaluated under GASB 96. The Finance Director shall document the allocation methodology for all material bundled contracts.

Short-Term SBITAs: Subscription arrangements with a maximum possible subscription term of 12 months or less, including renewal options, are excluded from SBITA asset recognition and are expensed as incurred.

2.6 Construction-in-Progress (CIP)

Costs accumulated for capital assets under construction or development that are not yet placed in service. CIP is reported as a separate capital asset category in the government-wide and proprietary fund statements. No depreciation or amortization is recorded on CIP balances. Upon completion and placement in service, CIP costs are reclassified to the appropriate asset category and depreciation commences. The Finance Department shall monitor all open CIP projects annually and close or write off projects that are abandoned or substantially complete.

2.7 Other Asset Classification Notes

Works of art, historical treasures, and collection items, if any, held by the Town shall be evaluated individually. If held for public exhibition, education, or research and subject to preservation requirements, the Town may apply the GASB 34 collection item exemption from capitalization, provided required disclosures are made. Any such determination shall be made by the Finance Director in consultation with the external auditor and documented in the working papers supporting the annual ACFR.

Land improvements (paving, fencing, landscaping, lighting, etc.) are reported separately from land and are subject to depreciation over their estimated useful lives. They are distinct from "Improvements Other Than Buildings" (structural improvements affixed to buildings).

3. Capitalization Thresholds

To balance accurate financial reporting with administrative efficiency, the Town establishes the following minimum cost thresholds for capitalization. These thresholds apply uniformly across all Town funds. Costs below these thresholds are expensed as incurred. Thresholds were established based on the Town's materiality assessment for financial reporting purposes and are consistent with the disclosures in the Town's most recent Annual Comprehensive Financial Report (ACFR).

Asset Category	Threshold	Notes
Land	All costs	Capitalize regardless of cost; includes title, survey, and closing costs.

Buildings and Building Improvements	$5,000	Includes structural improvements affixed to buildings. Must extend useful life or add value beyond normal maintenance.
Land Improvements	$5,000	Includes paving, fencing, landscaping, exterior lighting, and similar improvements. Subject to depreciation.
Machinery, Equipment, and Vehicles	$5,000	Per individual unit cost. Includes all ancillary costs to place asset in service.
Infrastructure Assets	$5,000	Per project or per network segment. See Section 3.1 for project aggregation guidance.
Intangible Assets — GASB 51 (e.g., perpetual software licenses, easements)	$25,000	Higher threshold reflects greater administrative burden of intangible asset tracking and amortization. Applies to GASB 51 assets only.
ROU Lease Assets — GASB 87	$5,000 PV	The present value of future lease payments must equal or exceed $5,000 at lease commencement. Short-term leases are excluded regardless of value.
SBITA Assets — GASB 96	$5,000 PV	The present value of future subscription payments must equal or exceed $5,000 at subscription commencement. Short-term SBITAs are excluded.

> *Note: The different thresholds for GASB 51 intangibles ($25,000) and GASB 96 SBITAs ($5,000) reflect the distinct nature of these asset classes: GASB 96 subscription assets are accompanied by a corresponding liability that must be reported for debt disclosure purposes regardless of asset size, while GASB 51 intangibles do not carry a corresponding liability. The Finance Director may periodically adjust thresholds subject to Town Council approval, provided any changes are reflected in the Notes to the Financial Statements in the subsequent ACFR.*

3.1 Aggregation of Related Costs

Individual components of a single capital project or asset acquisition that are normally purchased or constructed together and function as a unit shall be aggregated for purposes of applying the capitalization threshold. Components that are modular, interchangeable, or independently functional shall be evaluated individually. The Finance Director shall document the aggregation rationale for any borderline determination.

Normal maintenance and repairs that do not add to the value of an asset, materially extend the asset's useful life, or adapt the asset to a new or different use shall not be capitalized and shall be expensed as incurred. Betterments (improvements that increase functionality, capacity, or extend useful life) shall be capitalized, and any remaining net book value of the replaced component shall be removed from the asset ledger and recognized as a loss on disposal.

3.2 Discount Rate for Lease and SBITA Present Value Calculations

For purposes of calculating the present value of future lease payments (GASB 87) or subscription payments (GASB 96), the Town shall apply the following discount rate hierarchy:

- The interest rate implicit in the lease or subscription contract, if determinable; or
- If the implicit rate is not determinable, the Town's estimated incremental borrowing rate — defined as the rate the Town would expect to pay to borrow funds on a collateralized basis over a similar term and in a similar economic environment — as determined by the Finance Director and documented in the transaction working file.

The Finance Director shall maintain a record of the discount rates applied to each recognized lease and SBITA transaction and shall reassess rates upon each measurement-triggering modification event.

4. Asset Valuation

Capital assets are recorded at historical cost or estimated historical cost if purchased or constructed. The capitalized cost includes the original contract or purchase price plus all ancillary charges necessary to place the asset in its intended location and condition for use, including freight and transportation, engineering and design fees, legal and professional fees, site preparation, installation, and testing costs required to bring the asset to an operational state.

For self-constructed assets, capitalized cost includes direct labor, direct materials, and an allocable share of indirect overhead costs attributable to construction activities. Interest costs are not capitalized for governmental fund capital assets, but may be capitalized during construction for enterprise fund assets where applicable under GASB guidance.

Donated capital assets, including assets contributed to the Town through developer exactions, dedications, or gifts, are recorded at their estimated acquisition value at the date of donation, consistent with GASB Statement No. 72 (Fair Value Measurement and Application). Estimated acquisition value represents the price the Town would pay to acquire an asset with equivalent service potential in an arm's-length, orderly market transaction. The Town shall obtain and retain documentation supporting the estimated acquisition value for all donated assets (e.g., appraisal, tax assessment, construction cost estimate).

Assets acquired through capital leases prior to implementation of GASB 87 were recorded at the lower of fair value or the present value of future minimum lease payments. Such legacy assets shall continue to be carried at their pre-GASB-87 carrying amounts and depreciated over their remaining useful lives.

5. Depreciation, Amortization, and Impairment

5.1 Depreciation Method and Convention

Capital assets, other than land and construction-in-progress, are depreciated using the straight-line method over their estimated useful lives. Depreciation is computed on a half-year convention: a full half-year of depreciation is recorded in the fiscal year of acquisition and a full half-year in the fiscal year of disposal or write-off, regardless of the actual month of acquisition or disposal within the fiscal year. This convention applies uniformly to all depreciable assets across all funds.

Depreciation is reported as an expense in the government-wide Statement of Activities and in proprietary fund statements. Depreciation is not recorded in governmental fund financial statements.

5.2 Estimated Useful Lives

Estimated useful lives for tangible and infrastructure assets are assigned consistent with the asset's expected service life, considering physical characteristics, technological obsolescence, maintenance policies, and comparable asset experience. The following ranges apply:

Asset Category	Useful Life Range	Typical Midpoint
Buildings (primary structures)	25 – 50 years	40 years
Improvements Other Than Buildings (structural)	10 – 30 years	20 years
Land Improvements (paving, fencing, landscaping)	10 – 25 years	15 years
Infrastructure — Roads and Sidewalks	20 – 40 years	30 years
Infrastructure — Bridges and Causeways	25 – 50 years	40 years
Infrastructure — Water & Sewer Distribution/Plant	20 – 50 years	35 years
Infrastructure — Stormwater Systems	20 – 40 years	30 years
Vehicles — Passenger and Light Duty	5 – 8 years	6 years
Vehicles — Heavy Duty / Specialized Equipment	8 – 15 years	10 years
Machinery and General Equipment	3 – 10 years	7 years
IT Hardware (servers, networking, workstations)	3 – 5 years	4 years
Intangible Assets — GASB 51 (finite life)	3 – 15 years	Varies
Easements (indefinite or perpetual)	Not depreciated	N/A
Land	Not depreciated	N/A

> *Note: Specific useful lives within these ranges shall be assigned asset-by-asset at the time of capitalization, based on the expected service life of the individual asset. The Finance Director shall document the basis for useful life assignments in the asset ledger. Useful life estimates shall be reviewed at minimum every three (3) fiscal years and adjusted prospectively where actual experience indicates a material difference from estimates.*

5.3 Amortization of Lease and SBITA Assets

Right-of-use lease assets (GASB 87) and subscription assets (GASB 96) are amortized over the shorter of the lease/subscription term or the estimated useful life of the underlying asset, in a systematic and rational manner. Where the lease term or subscription arrangement transfers ownership or includes a purchase option that the Town is reasonably certain to exercise, the asset shall be amortized over the useful life of the underlying asset. Amortization follows the straight-line method consistent with Section 5.1.

5.4 Fully Depreciated Assets Still in Service

Assets that have reached the end of their estimated useful lives but remain in productive service shall remain on the asset ledger at their original cost (and accumulated depreciation equal to cost) until formally disposed of or retired. The Finance Department shall identify and review all fully depreciated assets during the annual physical inventory and document the basis for their continued retention in service. No additional depreciation is recorded once net book value reaches zero.

5.5 Capital Asset Impairment (GASB Statement No. 42)

Capital assets shall be evaluated for impairment when events or changes in circumstances suggest that the carrying amount of an asset may not be recoverable and that the decline in service utility is significant and unexpected. Impairment indicators include, but are not limited to:

- Evidence of physical damage (e.g., hurricane, flood, fire, or storm surge) to Town infrastructure or facilities;
- Changes in legal, regulatory, or environmental factors that impair the Town's ability to use an asset as intended;
- Technological obsolescence or changes in manner or expected duration of use;
- Construction stoppage or significant scope reduction on a CIP project.

Given the Town's location and coastal exposure, the Finance Department shall specifically evaluate infrastructure assets (bridges, causeways, seawalls, stormwater systems, water/sewer facilities) for impairment indicators following any declared hurricane, tropical storm, or other significant weather event. Impairment losses shall be measured using the restoration cost approach, service units approach, or deflated depreciated replacement cost approach as appropriate under GASB 42 guidance, and shall be recognized in the period the impairment occurs.

Insurance recoveries related to impaired or destroyed capital assets shall be recognized in the period received or receivable, consistent with GASB 42. If an impaired asset is repaired or restored through an insurance-funded project, the new asset shall be capitalized at the cost of restoration, and the impairment loss and insurance recovery shall be reported separately in the financial statements.

5.6 Modified Approach for Infrastructure (Not Currently Elected)

GASB Statement No. 34 permits governments to forgo depreciation on eligible infrastructure assets if they implement and maintain a qualifying asset management system with documented condition assessments and established preservation standards. The Town does not currently elect the modified approach. All eligible infrastructure assets are depreciated using the straight-line method as described in Section 5.1. The Finance Director may evaluate the feasibility of adopting the modified approach in a future policy review period, subject to Town Council approval.

6. Asset Valuation and Record-Keeping

6.1 Asset Tagging and Identification

The Finance Department shall assign a unique property tag or identification number to each capitalized asset and to all non-capitalized personal property items subject to the Florida Chapter 274 property record (see Section 7). Property tags shall be affixed to the physical asset at the time of receipt or placement in service. Tags shall be permanently attached and, where practicable, include the asset identification number and the name of the Town.

6.2 Asset Ledger

The Finance Department shall maintain a complete capital asset ledger in the Town's financial management system, with a separate record for each capitalized asset containing, at minimum: asset description and identification number; acquisition date; acquisition cost and cost components; fund and department assignment; asset category and applicable GASB authority; estimated useful life; depreciation method and start date; accumulated depreciation to date; and net book value.

7. Inventory Control and Florida Chapter 274 Compliance

7.1 Two-Tier Asset Tracking System

The Town maintains a two-tier asset tracking system to satisfy both GAAP financial reporting requirements and Florida statutory property record requirements:

Tier 1 — GAAP Capital Asset Ledger: All assets meeting the capitalization thresholds in Section 3, maintained in the financial management system as the basis for financial statement presentation and depreciation calculations.

Tier 2 — Florida Chapter 274 Property Record: Pursuant to Florida Statute §274.02 and DFS Rule 69I-73, F.A.C., the Town maintains a separate property record for all tangible personal property of a nonconsumable nature at the dollar threshold established by DFS rule (currently defined by Rule 69I-73), regardless of whether such property meets the GAAP capitalization threshold. This includes items below the $5,000 GAAP threshold that have physical substance and are not consumed in use. The Tier 2 record shall include, at minimum: item description; tag number; acquisition date and cost; assigned department; and custodian.

> *Note: The Florida Chapter 274 property record (Tier 2) is a statutory requirement separate and distinct from the GAAP capital asset ledger. The Finance Department must ensure that items below the $5,000 GAAP threshold but above the applicable DFS rule threshold are tracked in the Tier 2 record even if they are not capitalized for financial reporting purposes.*

7.2 Annual Physical Inventory

In accordance with Florida Statute §274.02, the Finance Department shall coordinate a complete physical inventory of all tangible personal property in the Tier 2 property record annually, completed no later than the end of each fiscal year (September 30). The physical inventory shall:

- Reconcile physical counts to the property record for all items in both tiers;
- Identify items that cannot be located, have been damaged, destroyed, or retired;

- Verify property tags are intact and legible;
- Update the property record to reflect any items added, disposed of, or transferred during the fiscal year;
- Document reconciling items and the resolution of each discrepancy.

The Finance Director shall certify in writing that the annual physical inventory was completed and that the property record accurately reflects the Town's tangible personal property as of the inventory date. A summary inventory reconciliation report shall be prepared and retained as a supporting document for the annual audit.

7.3 Sensitive Items Below Capitalization Threshold

Assets falling below the $5,000 GAAP capitalization threshold that are highly susceptible to theft or loss — including but not limited to laptops, tablets, mobile devices, body cameras, specialized law enforcement equipment, and portable tools — shall be tracked in the Tier 2 property record and assigned property tags for security and accountability purposes. These items are not capitalized for financial reporting but are subject to the full physical inventory requirements of Section 7.2.

7.4 Roles and Responsibilities

Responsibilities for capital asset and property management are assigned as follows:

Role	Responsibilities
Finance Director	Overall policy ownership; annual inventory certification; discount rate determinations; impairment evaluations; approval of write-offs and adjustments exceeding $10,000; policy updates.
Assistant Finance Director	Maintenance of capital asset ledger and Tier 2 property record; coordination of physical inventory; depreciation calculations; CIP project monitoring; preparation of ACFR capital asset note disclosures.
Department Directors	Notification to Finance of new asset acquisitions, disposals, transfers, and damage events within their departments; assignment of a departmental property custodian; cooperation with inventory counts.
Procurement Officer	Identification of capital asset acquisitions during the purchasing process; forwarding of capital asset acquisition documentation to Finance; coordination with Finance on surplus disposal procedures.
Town Council	Authorization of asset disposals per Florida Statute §274.07 and Town ordinance; approval of policy amendments; adoption of annual budget appropriations for capital assets.

8. Disposition, Surplus, and Disposal of Capital Assets

8.1 General Requirements

The disposition or surplus of any capital asset or Tier 2 property record item requires prior authorization in accordance with Florida Statute §274.05 through §274.07 and applicable provisions

of the Bay Harbor Islands Code of Ordinances. No Town asset shall be disposed of, transferred, sold, traded, or destroyed without following the procedures in this Section. The Finance Department shall record any gain or loss on disposal in the fiscal period in which the disposal occurs.

8.2 Authorization Requirement — Florida Statute §274.07

Pursuant to Florida Statute §274.07, authority for the disposal of tangible personal property shall be formally authorized, and the authorization shall be recorded in the minutes of the Town Council meeting at which the authorization is granted. No disposal shall occur prior to Council authorization, except as permitted by the emergency or alternative procedures described below. The Finance Director shall prepare a disposal recommendation memorandum for each proposed disposal, to be included in the Council agenda packet.

8.3 Surplus Disposal Hierarchy — Florida Statute §274.05

Prior to offering surplus property for public sale or disposal by other means, the Town shall follow the disposal priority hierarchy established under Florida Statute §274.05:

- First: The surplus property shall be offered to other governmental units within the state of Florida;
- Second: If no governmental unit accepts the property, it shall be offered to eligible nonprofit organizations as defined in §274.05;
- Third: If unclaimed by governmental units or nonprofits, the property may be disposed of by public competitive bid, internet auction, or other method approved by Town Council that provides reasonable assurance of receiving fair market value.

The Finance Department shall document each step of the disposal process, including solicitations to other governmental units and nonprofits, responses received, and the final disposal method and proceeds. This documentation shall be retained in accordance with the Town's records retention schedule.

8.4 Alternative Disposal Procedure — Florida Statute §274.06

For surplus property with an estimated fair market value of less than $5,000 per item (or such threshold as may be established by Florida law), the Town may utilize the alternative disposal procedure authorized under Florida Statute §274.06, which permits disposal without competitive bid. Such disposals shall still require Finance Director approval and documentation of the estimated value and disposal method.

8.5 Trade-Ins and Exchanges

When capital assets are traded in as part of the acquisition of new assets, the Finance Department shall document the trade-in allowance received, remove the traded asset from the capital asset ledger at net book value, and recognize any resulting gain or loss. The cost basis of the new asset shall be recorded at its full purchase price, not reduced by the trade-in allowance.

8.6 Accounting for Disposals

Upon disposal, the Finance Department shall remove the asset's original cost and accumulated depreciation from the capital asset ledger, record any proceeds received, and recognize the resulting gain or loss on disposal in the government-wide Statement of Activities (and in the applicable proprietary fund statement, if applicable). Disposals of assets funded by federal grants must also be reviewed for compliance with federal property disposition requirements under 2 CFR Part 200, and for any proceeds due back to the grantor.

9. Policy Maintenance, Review, and Amendments

This policy shall be reviewed by the Finance Director no less frequently than every three (3) fiscal years, with the next scheduled review due by September 30, 2028. An earlier review shall be initiated upon any of the following triggering events:

- Issuance of a new or amended GASB pronouncement materially affecting capital asset, lease, or SBITA accounting;
- Amendment of Florida Statutes Chapter 274 or related DFS rules;
- A material change in the Town's asset base, fund structure, or operational scope;
- Identification of a compliance deficiency by the Town's external auditor or a state oversight agency;
- Adoption of new financial management or asset management software that changes tracking or reporting capabilities.

Proposed amendments to this policy shall be prepared by the Finance Director, reviewed by the Town Attorney for legal compliance, and submitted to Town Council for adoption by resolution. Adopted amendments shall be reflected in the subsequent ACFR's Summary of Significant Accounting Policies note disclosures. All prior versions of this policy shall be archived by the Finance Department.

10. Definitions

For purposes of this policy, the following definitions apply:

Acquisition Value: As defined under GASB 72, the price that would be paid to acquire an asset with equivalent service potential in an orderly market transaction.

Annual Comprehensive Financial Report (ACFR): The Town's annual financial report prepared in accordance with GAAP and audited by an independent certified public accountant, formerly known as the Comprehensive Annual Financial Report (CAFR).

Betterment: A capital expenditure that increases the capacity, functionality, or efficiency of an existing capital asset, or extends its estimated useful life beyond the original estimate. Betterments are capitalized.

Capitalization Threshold: The minimum cost at which an asset is recorded as a capital asset in the financial statements rather than expensed.

Construction-in-Progress (CIP): Costs accumulated for capital assets that are not yet placed in service.

Depreciation: The systematic allocation of a depreciable asset's cost over its estimated useful life.

Impairment: A significant, unexpected decline in the service utility of a capital asset.

Incremental Borrowing Rate: The rate the Town would expect to pay to borrow funds on a collateralized basis over a similar term as the lease or subscription.

Modified Approach: An alternative to depreciation for eligible infrastructure assets under GASB 34, requiring a qualifying asset management system. Not currently elected by the Town.

Right-of-Use (ROU) Asset: A lessee's right to use an underlying asset for the lease term, recognized under GASB 87.

Subscription Asset: A government's right to use a vendor's IT software (and related tangible components, if any) for the subscription term, recognized under GASB 96.

Straight-Line Method: Depreciation method that allocates equal amounts of depreciable cost to each period of an asset's useful life.

Adoption and Approval

This policy was adopted by the Town Council of the Town of Bay Harbor Islands, Florida, by Resolution No. _____, at a duly noticed public meeting held on _____, 2026.

_____	_____
Mayor, Town of Bay Harbor Islands	Finance Director
_____	_____
Town Clerk	Town Attorney

TOWN OF BAY HARBOR ISLANDS, FLORIDA

Finance Department

PURCHASING CARD (P-CARD) POLICY AND PROCEDURES

Policy Number:	FIN-PCARD-001
Effective Date:	Upon adoption by Town Council Resolution
Supersedes:	All prior purchasing card policies and procedures
Next Review Date:	Annually; first review September 30, 2027
Policy Owner:	Finance Director
Approved By:	Town Council — Resolution No. _____

1. Purpose and Scope

The purpose of this policy is to establish standardized guidelines for the issuance, use, administration, and oversight of Town of Bay Harbor Islands Purchasing Cards (P-Cards). The P-Card program is designed to streamline the procurement of low-value goods and services, reduce the volume of purchase orders and petty cash transactions, and provide an efficient method for handling approved travel and training expenses, while maintaining strict financial controls and ensuring full accountability for public funds.

This policy applies to all Town employees who are authorized to use a Town-issued P-Card. Elected officials are not eligible for standard P-Card issuance. If the Town Council wishes to authorize P-Card use by a specific elected official for a defined purpose, that authorization shall be granted by separate resolution specifying the purpose, spending limit, and duration of the authorization.

The Finance Director, under the authority of the Town Manager, serves as the P-Card Program Administrator and is responsible for program management, card issuance, limit adjustments, training, audit oversight, and compliance monitoring. This policy shall take effect only upon adoption of an authorizing resolution by the Town Council, which shall repeal any prior conflicting policies or procedures and designate the Finance Director as Program Administrator.

2. Legal Authority and Compliance Framework

This policy is adopted pursuant to the Town's authority under Florida Statute §§ 166.021 and 166.241 (Municipal Home Rule Powers and Budget) and is consistent with the following legal and professional standards:

- Town of Bay Harbor Islands Code of Ordinances, Chapter 2, Article I, Sections 2-1.1 and 2-1.2 (Procurement Limitations; Competitive Bidding; Exemptions and Waivers). All P-Card transaction limits are established in conformance with the competitive bidding thresholds set forth in Section 2-1.1, as may be amended.
- Florida Statute § 112.313 and Chapter 112, Part III (Code of Ethics for Public Officers and Employees).
- Miami-Dade County Code of Ordinances, Section 2-11.1 (Conflict of Interest and Code of Ethics Ordinance), which applies as a minimum standard to all municipal officers and employees in Miami-Dade County.
- Florida Statute Chapter 119 (Public Records Act). All P-Card records are public records subject to retention, disclosure, and inspection requirements.
- Florida Statute § 212.08(6) (Sales Tax Exemption for Governmental Entities).
- Florida Statute § 166.241 (Municipal budget; over-expenditure prohibition).
- Florida General Records Schedule GS1-L (Local Government Agencies), governing retention of purchasing and fiscal records.
- Government Finance Officers Association (GFOA) Recommended Practice on Purchasing Card Programs.
- Fair Labor Standards Act, 29 U.S.C. § 203 et seq., and Florida Statute Chapter 448 (Florida Wage Payment), governing permissible payroll deductions.

3. Card Issuance and Spending Limits

3.1 Eligibility and Issuance

P-Cards are issued only to full-time Town employees upon the written recommendation of their Department Director and the written approval of the Finance Director. Prior to card issuance, the employee must: (1) complete the Town's mandatory P-Card training program administered by the Finance Department, with completion documented in writing; and (2) sign the Town's Cardholder Agreement. No P-Card shall be delivered to any employee until both conditions are satisfied. P-Cards are Town property and shall be returned to the Finance Department upon request or upon separation from Town employment.

3.2 Spending Limits

Each P-Card shall be assigned specific spending limits based on the employee's role and documented purchasing needs, as approved by the Finance Director. Standard limits are:

- Single Transaction Limit: $1,000
- Monthly Billing Cycle Limit: $5,000

The Single Transaction Limit shall not exceed the Town's informal quotation threshold established in Code Section 2-1.1, as amended from time to time. Any proposed increase to the Single Transaction Limit that would meet or exceed a competitive bidding threshold established in Code Section 2-1.1 shall first require a written recommendation from the Finance Director, approval by the Town Manager, and written notice to the Town Council at its next regular meeting.

Higher limits may be approved in writing by the Finance Director for specific employees whose documented purchasing responsibilities require them, provided no single-transaction limit exceeds the competitive bidding threshold established in Code Section 2-1.1.

3.3 Bank Selection and Card Agreement

The Town shall select the card-issuing bank through a competitive procurement process consistent with the Town's Code of Ordinances, or through an authorized cooperative purchasing agreement

pursuant to Code Section 2-1.2(6). The written agreement with the issuing bank shall specify fee schedules, rebate structures, fraud liability allocation, data security standards (including PCI-DSS compliance), dispute resolution procedures, and Merchant Category Code (MCC) restriction capabilities. This agreement shall be reviewed by the Town Attorney and approved by the Town Manager prior to execution.

The Program Administrator shall work with the issuing bank to configure MCC restrictions on each card consistent with the authorized and prohibited uses in Sections 4 and 5. At minimum, the following MCC categories shall be blocked on all cards: liquor stores (MCC 5921), gambling establishments (MCC 7995), cash disbursements and ATM transactions (MCC 6010, 6011), jewelry stores (MCC 5094, 5944), and personal service establishments (MCC 7200–7299). The Program Administrator shall review and update MCC restrictions at least annually.

4. Authorized Use

The P-Card is Town property and may only be used for official, authorized Town business. Before making any P-Card purchase, the cardholder must confirm that sufficient budget appropriation exists in the applicable account or cost center. No purchase shall be made that would result in an over-expenditure of appropriations. Acceptable purchases include, but are not limited to:

- Office supplies and general consumables required for Town operations.
- Registrations for seminars, conferences, and training courses approved in advance by the Department Director.
- Approved business travel expenses (e.g., commercial airfare, lodging, tolls, and parking) in accordance with the Town's Travel Policy.
- Subscriptions to professional publications and membership dues in professional organizations relevant to Town business.
- Minor equipment, tools, and supplies with a unit cost below the Town's current capitalization threshold (as established in the Town's Capital Asset Policy, FIN-CAP-001).
- Fuel for Town-owned or Town-leased vehicles, only when a dedicated fleet card program is unavailable. When purchasing fuel for a Town vehicle, the cardholder must record the vehicle identification number, odometer reading, and date of purchase on the receipt.

Sales Tax Exemption. The Town is exempt from Florida state sales and use tax pursuant to Florida Statute § 212.08(6). Cardholders shall present the Town's Consumer's Certificate of Exemption (Form DR-14) to all vendors at the time of purchase. The Finance Director shall ensure the exemption certificate number is either printed on the face of each P-Card or provided to each cardholder in writing at the time of card issuance. Cardholders who are inadvertently charged sales tax shall immediately contact the vendor to request a refund and shall document the outcome in their monthly reconciliation. Failure to present the exemption certificate is a recordable deficiency.

5. Prohibited Use

The following transactions are strictly prohibited. Violations may result in immediate card revocation, a requirement to personally reimburse the Town for unauthorized charges, and disciplinary action as described in Section 9.

- Personal Purchases. Any goods or services intended for personal use, regardless of whether the cardholder intends to reimburse the Town.
- Cash Advances. ATM withdrawals, cash-back at the register, money orders, or any other cash equivalent transaction.

- Alcoholic Beverages and Personal Entertainment. Alcoholic beverages, in-room movies, personal streaming services, or any entertainment expense for personal benefit.
- Capital Assets. Any single asset meeting or exceeding the Town's current capitalization threshold (as established in FIN-CAP-001 and disclosed in the Town's ACFR). Such purchases must be processed through a formal Purchase Order to ensure proper property tagging and depreciation tracking under the Capital Asset Policy.
- Fuel for Personal Vehicles. Fuel purchased for a vehicle not owned or leased by the Town. Employees using personal vehicles on Town business shall request mileage reimbursement in accordance with the Town's Travel Policy.
- Transaction Splitting. Dividing a single purchase into multiple smaller transactions to circumvent the Single Transaction Limit, the Monthly Billing Cycle Limit, or any competitive bidding threshold established by the Town's Code of Ordinances.
- Gifts and Gratuities. Gifts, tips, or gratuities of any amount to any person, company, or organization, regardless of stated purpose. This prohibition is required by Miami-Dade County Code Section 2-11.1 and Florida Statute § 112.313.
- Political Contributions and Activities. Any purchase that directly or indirectly benefits a political candidate, political committee, or political party, or that supports or opposes any ballot measure. The use of public resources for political purposes is prohibited under Miami-Dade County Code Section 2-11.1.
- Transactions Violating Ethics Law. Any purchase that would constitute a violation of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (Code Section 2-11.1) or Florida Statute Chapter 112, Part III.
- Over-Budget Purchases. Any purchase that would result in an over-expenditure of available appropriations in the applicable budget account, in violation of Florida Statute § 166.241.

6. Cardholder Responsibilities and Reconciliation

6.1 Card Security

The cardholder is solely responsible for the physical security of the card and card number. The P-Card shall not be shared with, lent to, or used by any other person, including other Town employees. The cardholder must safeguard the card and all associated account information from unauthorized access or use.

6.2 Receipts and Documentation

The cardholder must obtain and retain an itemized receipt for every transaction. A credit card slip showing only the total amount charged is not sufficient documentation. The itemized receipt must detail: the items or services purchased, the quantity, the unit price, and the vendor name and date of purchase. For purchases made by telephone, fax, or internet where an itemized receipt is unavailable at the time of purchase, the cardholder shall print or save the order confirmation and obtain a written invoice or packing slip upon delivery.

6.3 Monthly Reconciliation and Approval

At the close of each monthly billing cycle, the cardholder shall review all charges appearing on the statement, attach all corresponding itemized receipts, assign the appropriate General Ledger account codes, and provide a brief written business justification for each charge. The cardholder must sign and date the completed reconciliation package.

Reconciliation Deadline. The signed reconciliation package, with all supporting receipts, must be submitted to the cardholder's Department Director within seven (7) business days of the close of the monthly billing cycle. The Department Director must review, approve, sign, and forward the package to the Finance Department within three (3) additional business days. The Finance Director may

establish shorter deadlines for the fiscal year-end closing period, as communicated in writing to all cardholders and Department Directors.

A cardholder who fails to submit a complete reconciliation package by the deadline for two consecutive billing cycles shall have their P-Card suspended until the delinquent reconciliations are complete. Repeated failures shall constitute a minor or major offense as described in Section 9.

6.4 Disputed Charges

If a cardholder identifies an erroneous or unauthorized charge on their statement, they shall immediately: (1) contact the issuing bank to initiate a formal dispute; (2) document the dispute in their reconciliation package with a note indicating the charge is under dispute; and (3) notify the Finance Director in writing. Disputed charges must not be left unresolved across billing cycles without documented follow-up.

7. Lost, Stolen, and Cancelled Cards

7.1 Lost or Stolen Cards

If a P-Card is lost, stolen, or compromised, the cardholder must immediately notify the issuing bank's 24-hour customer service line to request card cancellation, and promptly inform the Finance Director in writing. The cardholder shall cooperate fully with any fraud investigation and shall document all known unauthorized charges in writing.

7.2 Card Cancellation Upon Employee Separation or Status Change

P-Cards must be cancelled or suspended promptly when an employee's status changes. The following requirements apply:

- Termination, Resignation, or Retirement. On or before the employee's last day of active employment, the Department Director shall notify the Finance Director in writing. The Finance Director shall immediately contact the issuing bank to cancel the card. The physical card shall be retrieved from the employee at the time of separation processing and destroyed by the Finance Department.
- Transfer to an Ineligible Position. If an employee transfers to a position that does not require P-Card access, the card shall be cancelled within three (3) business days of the effective date of the transfer. The Finance Director shall coordinate cancellation upon notification from Human Resources or the receiving Department Director.
- Leave of Absence. P-Cards shall be temporarily suspended during any approved leave of absence exceeding thirty (30) consecutive calendar days. The card shall be reactivated only upon the employee's return to active duty upon written request by the Department Director to the Finance Director.
- Disciplinary Suspension. The Finance Director may suspend a cardholder's P-Card during any period of disciplinary investigation or formal disciplinary action without prior notice to the cardholder.

8. Public Records and Records Retention

All records related to the P-Card program are public records subject to the Florida Public Records Act, Chapter 119, Florida Statutes. This includes monthly card statements, itemized receipts, reconciliation packages, Cardholder Agreements, training completion records, audit reports, and all correspondence regarding individual purchases or program administration. No P-Card record shall be destroyed, concealed, or withheld except as permitted by applicable law.

All P-Card records shall be retained in accordance with the applicable Florida General Records Schedule for Local Government Agencies (Schedule GS1-L), as adopted and updated by the Florida

Division of Library and Information Services. The Finance Department is the custodian of all P-Card records and shall respond to public records requests in accordance with the Town's public records policy and Chapter 119 timelines. Cardholders shall cooperate fully with the Finance Department in responding to public records requests related to P-Card transactions.

9. Policy Violations and Disciplinary Action

Failure to comply with this policy will result in corrective action proportionate to the nature and severity of the offense. All violations shall be documented by the Finance Director and reported to the Town Manager.

9.1 Minor Offenses

Minor offenses include: missing or incomplete receipts; late reconciliation submissions; failure to present the sales tax exemption certificate; failure to provide a required business justification; and other administrative non-compliance that does not result in unauthorized expenditure of public funds. Minor offenses may result in written warning, mandatory retraining, and temporary suspension of card privileges.

9.2 Major Offenses

Major offenses include: personal purchases using a P-Card; cash advances or equivalent transactions; transaction splitting; gifts, gratuities, or political expenditures; violations of the Miami-Dade County Code Section 2-11.1 or Florida Statute Chapter 112; over-budget purchases; and any deliberate circumvention of this policy. Major offenses shall result in:

- Immediate revocation of P-Card privileges;
- A written demand for personal reimbursement to the Town for the full amount of all unauthorized charges;
- Disciplinary action up to and including termination of employment, consistent with applicable employment law and the Town's personnel rules; and
- Referral to the appropriate law enforcement or prosecutorial authority where the conduct may constitute a criminal offense, including but not limited to misuse of public funds under Florida Statute Chapter 839.

9.3 Payroll Deduction for Unauthorized Charges

The Cardholder Agreement executed by each cardholder shall include a voluntary, written authorization for the Town to recover unauthorized P-Card charges through payroll deduction. Any payroll deduction for unauthorized P-Card charges shall comply with the Fair Labor Standards Act and Florida Statute Chapter 448, including the requirement that deductions may not reduce a non-exempt employee's pay below the applicable federal minimum wage in any affected pay period. The Finance Director shall consult the Town Attorney before implementing any payroll deduction for P-Card misuse. The cardholder shall be provided written notice of the intended deduction and an opportunity to respond before the deduction is taken.

10. Audit and Monitoring

The Finance Director or designee shall conduct periodic audits of P-Card transactions to verify compliance with this policy. At minimum, twenty percent (20%) of all monthly P-Card transactions shall be selected on a random basis for review each quarter. In addition, all individual transactions exceeding $750 shall be reviewed for compliance. Audit scope shall include verification of itemized receipts, business justification, proper GL coding, compliance with spending limits and authorized use categories, and use of the sales tax exemption certificate.

Audit results shall be summarized in a written report to the Town Manager each quarter. The Town's external auditor shall be provided full access to all P-Card records, reconciliation packages, and audit reports as part of the annual financial statement audit. The Finance Director may conduct unannounced spot audits at any time. Any audit finding indicating potential fraud or major offense shall be immediately reported to the Town Manager and, where appropriate, to law enforcement.

11. Roles and Responsibilities

Responsibilities for the P-Card program are assigned as follows:

Role	Responsibilities
Finance Director	Overall program administration; card issuance and cancellation; spending limit approvals; mandatory cardholder training; MCC restriction oversight; audit reports to Town Manager; policy updates; payroll deduction authorizations; consultation with Town Attorney on legal compliance matters.
Controller / Procurement Officer	Day-to-day program operations; card activation and cancellation processing with the issuing bank; maintenance of cardholder records and training documentation; reconciliation review support; public records compliance for P-Card files.
Department Directors	Written recommendation of employees for card issuance; review and approval of monthly reconciliation packages within three (3) business days of receipt; notification to Finance Director upon employee separation, transfer, leave of absence, or disciplinary action; ensuring all cardholders in their department complete required training.
Cardholders	Compliance with all provisions of this policy; physical security of the P-Card; obtaining and retaining itemized receipts for every transaction; presenting the Town's sales tax exemption certificate (DR-14) at point of purchase; completing monthly reconciliation within required deadlines; prompt notification of lost, stolen, or compromised cards; signing and adhering to the Cardholder Agreement.
Town Council	Adoption of this policy by authorizing resolution; approval of policy amendments that affect program scope or legal authority; budget appropriations sufficient to support P-Card program operations.

12. Policy Maintenance and Review

This policy shall be reviewed by the Finance Director not less than annually, with the first review due by September 30, 2027. An earlier review shall be initiated upon any of the following:

- A material amendment to the Town's Code of Ordinances, Sections 2-1.1 or 2-1.2, that changes competitive bidding thresholds or procurement exemptions;
- A change in the Town's Capital Asset Policy (FIN-CAP-001) that alters the capitalization threshold referenced in Section 5;
- An amendment to applicable Florida Statutes, Miami-Dade County ordinances, or federal law affecting procurement, ethics, public records, or wage requirements;
- A material change in GFOA recommended practices for P-Card programs;
- Identification of a compliance deficiency by the Town's external auditor or a state oversight agency; or
- A change in the Town's card-issuing bank or program service provider.

Amendments to this policy that affect spending limits or cardholder eligibility shall be approved in writing by the Town Manager. Amendments that affect the program's legal authority, scope, or the requirements of Sections 2 through 5 shall be submitted to the Town Council for approval by resolution. All prior versions of this policy shall be archived by the Finance Department.

13. Definitions

For purposes of this policy, the following definitions apply:

Billing Cycle. The monthly period for which P-Card charges are aggregated by the issuing bank and reported on the cardholder's monthly statement.

Cardholder. A full-time Town employee who has been issued a P-Card pursuant to this policy, has completed the required training, and has signed the Cardholder Agreement.

Cardholder Agreement. The written agreement signed by each cardholder prior to card issuance, acknowledging receipt of this policy, accepting responsibility for card use and security, and authorizing payroll deduction for unauthorized charges in accordance with applicable law.

Capitalization Threshold. The minimum unit cost at which a purchased item is recorded as a capital asset in the Town's financial statements rather than expensed, as established in the Town's Capital Asset Policy (FIN-CAP-001).

Consumer's Certificate of Exemption (DR-14). The Florida Department of Revenue certificate that documents the Town's exemption from Florida state sales and use tax, issued pursuant to Florida Statute § 212.08(6).

Merchant Category Code (MCC). A four-digit code assigned by payment card networks to classify a merchant's type of business or service, used by the issuing bank to allow or block transactions at specified merchant types.

Monthly Billing Cycle Limit. The maximum aggregate dollar amount of P-Card charges permitted for a single cardholder in a monthly billing cycle.

P-Card (Purchasing Card). A Town-issued credit card used to facilitate the procurement of authorized low-dollar goods and services in lieu of traditional purchase orders or petty cash, subject to the controls established by this policy.

Program Administrator. The Finance Director or their designee, responsible for overall management and oversight of the Town's P-Card program.

Single Transaction Limit. The maximum dollar amount permitted for any single P-Card transaction by a cardholder.

Transaction Splitting. The prohibited practice of dividing a single purchase into two or more separate transactions to avoid the Single Transaction Limit, Monthly Billing Cycle Limit, or competitive bidding thresholds.

Adoption and Approval

This policy was adopted by the Town Council of the Town of Bay Harbor Islands, Florida, by Resolution No. _____, at a duly noticed public meeting held on _____, 2025.

_____	_____
Mayor, Town of Bay Harbor Islands	Finance Director

Town Clerk	Town Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ESTABLISHING AND ADOPTING CERTAIN ACCOUNTING AND FINANCIAL MANAGEMENT POLICIES, INCLUDING A PURCHASING CARD (P-CARD) POLICY AND A CAPITALIZATION POLICY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands ("Town") is committed to maintaining sound financial management practices and ensuring accountability, transparency, and internal controls in the administration of public funds; and

WHEREAS, upon review of Town records, staff determined that the Town had not previously adopted by Council action certain accounting and financial management policies, including a Purchasing Card (P-Card) Policy and a Capitalization Policy; and

WHEREAS, establishing formal accounting and financial management policies promotes consistency in financial operations, strengthens internal controls, and supports compliance with applicable laws and regulations; and

WHEREAS, Town staff has developed a Purchasing Card (P-Card) Policy to establish procedures and controls governing the issuance and use of purchasing cards for authorized Town expenditures; and

WHEREAS, Town staff has also developed a Capitalization Policy to establish standards and procedures for the capitalization, reporting, and management of the Town's capital assets; and

WHEREAS, the proposed policies have been prepared in accordance with applicable Florida law, County and Town ordinances, and best practices recommended by the Government Finance Officers Association (GFOA); and

WHEREAS, the Town Council finds that adopting these accounting and financial management policies will enhance the Town's financial oversight, strengthen internal controls, and ensure the proper stewardship of public resources.

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

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

Section 2 Adoption of Accounting and Financial Management Policies. The Town Council hereby approves and adopts the Purchasing Card (P-Card) Policy and the Capitalization Policy, attached hereto and incorporated herein as exhibits to this Resolution.

Section 3 Implementation. The Town Manager and Town staff are authorized to take any actions necessary to implement the policies adopted pursuant to this Resolution and to administer such policies in accordance with applicable laws, regulations, and Town procedures.

Section 4 Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution.

Section 5 Conflicts. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 6 Effective Date. This Resolution shall take effect upon its passage and adoption

PASSED and ADOPTED this 12th day of March, 2026.

Motion By: _____

Second By: _____

FINAL ADOPTION VOTE:

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:

_____
MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: Tania Cruz-Gimenez, Esq.

ITEM

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:	Gerald Bryan Fausto Vargas-Reyes Sam Zamacona, E.I.	Finance Director Procurement Officer Capital Improvement Program Director
DATE:	March 12, 2026	
SUBJECT:	Approval of a Task Work Order in favor of Ardurra Group Inc., to prepare a supplemental repair design for the Broad Causeway Intracoastal Waterway Bridge (Bridge # 875101)	

RECOMMENDATIONS

Discuss and consider approval of a Task Work Order in favor of Ardurra Group Inc. (Ardurra) in the amount of $171,375 for a supplemental repair design for the old Broad Causeway Intracoastal Waterway Bridge, Bridge # 875101.

BACKGROUND

On October 7, 2024, FDOT informed the Town of Bay Harbor Islands by certified mail (copy enclosed) that the Bascule Spans (Movable Spans) of the Broad Causeway Intracoastal Waterway (ICWW) Bridge must be posted for weight restrictions as follows:

SU Trucks: 14 Tons
C Trucks: 19 Tons
ST5 Trucks: 25 tons

SU, C, and ST5 represent various categories of trucks. The typical weights of these truck types are illustrated in the attached “Truck Axle and Weight Configuration”. To give some perspective as to the severity of the weight restrictions, the maximum weights from the “Truck Axle and Weight Configurations” are 35 Tons for SU trucks and 40 Tons for C and ST5 trucks. Therefore, the current weight restrictions are about 50% of the standard truck weights.

In accordance with the FDOT letter, the ICWW Bridge was posted for the recommended weight restrictions on November 7, 2024, and remains posted to this date.

DISCUSSION

At the February 20, 2025, Regular Council meeting, Council approved Ardurra Group Inc working with Hardesty and Hanover LLP (Hardesty) to prepare construction plans to repair old Bridge # 875101. Although originally expected to be completed by October 2025, the plans were submitted on February 2, 2026. It is expected that the project to perform structural repairs will be advertised by the end of February 2026. The approved amount for the completed plans is $407,180.

At the 90% completion stage of the above-mentioned plans, additional deficiencies were discovered. Modification of the existing plans to cater to these defects would have delayed the entire project and it was considered in the best interest of the Town to proceed with the repair plans based on the original scope of work. The additional deficiencies will be handled by a supplemental design task work order and, if approved, a change order will amend the original scope of work.

This supplemental request includes the development of Bridge Repair Plans for additional repair items associated with the bascule span operating machinery. These items represent deficiencies that were not reported in the FDOT District 6 Routine (01/19/2024) or Special (1/14/2025) Inspection Reports, which were used as the basis for developing the final repair plans that were submitted on 2/6/2026.

Based on the findings, these items were recommended by Hardesty for inclusion as a supplement of the Repair Plans, as addressing them will help ensure the reliable operation of the bascule span.

The additional mechanical repairs include the following:

- Development of repair plans for all bearing supports with anchors exhibiting excessive section loss.
- Design of hold-down clamp for three machinery bearing support assemblies B-3, B-4 and B5.

This repair is critical to prevent machinery gear disengagement, which could result in a free-fall condition.

In addition to the performing the design effort for the additional defects ($54,525), the task work order also consists of Project Management and coordination meetings (Ardurra - $16,880), Procurement Support Services or bidding assistance (Hardesty - $12,640), and Post Design Services (Hardesty - $87,330), for a grand total of $171,375.

FINANCIAL ANAYSIS

GL Line-Item Number:	401.5415.400063.000
Total Amount Budgeted:	$17,529,668.23
Encumbered Amount:	$2,156,860.57 (including $407,180)
Balance Remaining:	$15,372,807.66

ATTACHMENTS

Proposal from Ardurra Group Inc.

Draft Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A TASK WORK ORDER WITH ARDURRA GROUP, INC. IN AN AMOUNT NOT TO EXCEED $171,375 FOR ENGINEERING SERVICES TO PREPARE ADDITIONAL EMERGENCY REPAIR PLANS FOR THE BROAD CAUSEWAY INTRACOASTAL WATERWAY BRIDGE (FDOT BRIDGE NO. 875101); AUTHORIZING THE TOWN MANAGER TO EXECUTE THE TASK WORK ORDER AND ANY RELATED DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands ("Town") owns and maintains the Broad Causeway Intracoastal Waterway Bridge (FDOT Bridge No. 875101), which provides a critical transportation link for residents, businesses, and visitors; and

WHEREAS, on October 7, 2024, the Florida Department of Transportation ("FDOT") notified the Town that the Bascule Spans (Movable Spans) of the Broad Causeway Intracoastal Waterway Bridge must be posted for weight restrictions due to structural concerns; and

WHEREAS, at the February 20, 2025 Regular Council Meeting, the Town Council approved Ardurra Group, Inc. ("Ardurra"), in coordination with Hardesty and Hanover LLP ("Hardesty"), to prepare construction plans for structural repairs to the Broad Causeway Intracoastal Waterway Bridge; and

WHEREAS, the repair plans, with an approved design amount of $407,180, were submitted on February 2, 2026, and the Town anticipates advertising the structural repair project for competitive bidding; and

WHEREAS, during the 90 percent design completion phase, additional deficiencies associated with the bascule span operating machinery were identified that were not documented in the FDOT District 6 Routine Inspection Report dated January 19, 2024, or the Special Inspection Report dated January 14, 2025, which had formed the basis for the original repair design scope; and

WHEREAS, engineering consultant Hardesty and Hanover LLP recommended that these additional deficiencies be addressed through a supplemental design effort to ensure the reliable and safe operation of the bascule span; and

WHEREAS, the supplemental work includes the development of repair plans for bearing supports with anchors exhibiting excessive section loss and the design of hold-down clamps for machinery bearing support assemblies B-3, B-4, and B-5, which are necessary to prevent machinery gear disengagement that could result in a free-fall condition; and

WHEREAS, Ardurra Group, Inc. has submitted a proposal in the amount of $171,375 to perform the additional engineering services; and

WHEREAS, the Town Council finds that approving this Task Work Order is necessary to address critical bridge deficiencies and to ensure the continued safe and reliable operation of the Broad Causeway Intracoastal Waterway Bridge.

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

Section1 Recitals. The foregoing recitals are adopted and hereby incorporated

as if fully set forth herein.

Section 2 Approval of Task Work Order. The Town Council hereby approves the Task Work Order with Ardurra Group, Inc. in an amount not to exceed One Hundred Seventy-One Thousand Three Hundred Seventy-Five Dollars ($171,375) for engineering services to prepare additional emergency repair plans for the Broad Causeway Intracoastal Waterway Bridge (FDOT Bridge No. 875101).

Section 3 Authorization of Town Manager. The Town Manager is hereby authorized to execute the Task Work Order and any related documents necessary to implement the intent of this Resolution, subject to approval as to form by the Town Attorney.

Section 4 Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution.

Section 5 Conflicts. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 6 Effective Date. This Resolution shall take effect upon its passage and adoption

PASSED and ADOPTED this 12th day of March, 2026.

Motion By: _____

Second By: _____

FINAL ADOPTION VOTE:

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:

_____
MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: Tania Cruz-Gimenez, Esq.

TASK ORDER NO. 1-Rev 1; ARDURRA GROUP, Inc

Dated this February 17, 2026

ENGINEERING DEPARTMENT

NE 123RD STREET "BROAD CAUSEWAY" OVER ICWW

PROFESSIONAL SERVICES

This Task Order between the Town of Bay Harbor Islands, a Florida municipal corporation ("TOWN"), and Ardurra Group, Inc, a limited liability company (or applicable entity designation) authorized to transact business in Florida ("CONSULTANT"), is pursuant to the Engineering Consultant Services Agreement dated 11/13/23 and expiring on 11/13/25 ("MASTER AGREEMENT").

PROJECT BACKGROUND

The Town of Bay Harbor Islands (TOWN) has a population of approximately 5,700 residents within 383 acres. BHI maintains and operates NE 123RD Street "Broad Causeway". FDOT has requested the Town to perform a repair of defects detected on the bascule bridge. This revision to the scope of services is for Ardurra and its subconsultant, Hardesty and Hannover, to provide additional mechanical engineering, procurement support and post design services

Task	Description
1	Project Management, Coordination Meetings
2	Additional Mechanical Design Services
3	Procurement Support Services
4	Post Design Services

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the Town the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the TOWN. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for

their independent QC review. The Town shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the TOWN with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit of this task order. The schedule shall utilize an estimated Notice-to-Proceed (NTP), based on best available information.

The CONSULTANT shall submit a final project schedule to the TOWN, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

Task 1 – Project Management Services & Coordination Meetings

- The CONSULTANT will provide project management services, which will include the following main activities:
    - Kick-off Meeting
    - Coordination Meetings with representatives from the TOWN's Public Works Department (up to 5)
    - Cursory Review of Subconsultant Work
    - Project Schedule Updates
    - Overall project administration and monitoring

Deliverables: The following deliverables shall be provided under Task 1:

- Update project schedule (if applicable)
- Attendance to meetings

Task 2 – Additional Mechanical Design Services

This phase will be completed by Hardesty & Hannover (H&H). Please refer to Attachment B for additional details. This includes Section 9.0 and 16.0

Task 3 – Procurement Services

This phase will be completed by Hardesty & Hannover (H&H). Please refer to Attachment B for additional details.

Task 4 – Post Design Services

This phase will be completed by Hardesty & Hannover (H&H). Please refer to Attachment B for additional details.

PROJECT ASSUMPTIONS

- All requested information will be made available by the TOWN
- Survey services will not be performed. If surveys are determined to be required during the project execution, they will be additional services and will require a scope revision.
- All materials & deliverables shall be submitted electronically to the TOWN
- Permitting is not included on this project.
- The TOWN will conduct submittal reviews and provide comments within ten (10) working days of submittal

ADDITIONAL SERVICES

If authorized in writing by the TOWN, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The TOWN, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 and 2 within three (3) months. Task 3 – will depend on the Contractor's schedule. Please see schedule breakdown on H&H fee proposals

PROJECT FUNDING

Performance of this project is at the TOWN's discretion and may be contingent upon the TOWN receiving funding and work shall not begin until the TOWN provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Lump Sum method of compensation. The total hourly rates payable by the TOWN for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the TOWN's approved pay application request form. The CONSULTANT shall submit the pay application request to the TOWN's Project Manager for review and approval. Once the TOWN's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit

it to the TOWN's accounts payable department via email (mromero@bayharborislands-fl.gov) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Lump Sum amounts:

Task 1 – Project Management & Coordination Meetings	$16,880
Task 2 – Additional Mechanical Design Services	$54,525
Task 3 – Procurement Services	$12,640
Task 4 – Post Design Services	$87,330
Grand Total	**$171,375**

TOWN CONTACTS

Requests for payments should be directed to Town of Bay Harbor Islands Accounts Payable via e-mail to mromero@bayharborislands-fl.gov after getting approval from the TOWN's Project Manager. All other correspondence and submittals should be directed to the attention of Fausto Vargas, Procurement Officer, at the address shown below. **Please be sure that all correspondence refers to the TOWN project number and title as stated above.**

Randy L. Daniel, P.E., PMP, CFM
Town Engineer
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154
Email: rdaniel@bayharborislands-fl.gov
Office: 305-866-6241 ext 121
Direct: 786-605-1694

CONSULTANT CONTACTS

Consultant: Rodolfo E. Remon, MS, ENV SP
Firm Name Ardurra Group, Inc
Address: 1000 NW 57th Ct, Suite 800, Miami, Fl, 33126
Email: reremon@ardurra.com
Phone: (786-352-6788

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 municipal corporation of the State of Florida.

_____
Lindsley Noel
Town Manager

_____
Date

TASK ORDER NO. 1-rev1; Ardurra Group, Inc

CONSULTANT/CONTRACTOR

WITNESSES:

Ardurra Group, Inc , , a ___ corporation authorized to transact business in Florida)

_____ _____

_____ Rodolfo E Remon, MS, ENV SP._____
[Witness print/type name] [Print Name, check title]

☐ President ☐ Vice President

_____ ☐ Authorized Signatory (Please provide corporate authorization)

_____
[Witness print/type name] ATTEST:

(CORPORATE SEAL)

_____
Secretary

_____
[Print Name]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2026, by _____ as_____ for _____, a _____ company (or corporation).

(SEAL)

_____
(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 _____

TASK ORDER NO. BHI-229-1; Ardurra Group, Inc

Exhibit A – Work Break Down Fee Schedule

Town of Bay Harbor Islands

RFQ No. 5-1005-23-0-2023 / Task Order No. 1-rev1

NE 123rd St "Broad Causeway"

PROPOSED FEE SCHEDULE

Appendix A

							Budget	
		Principal Engineer	Project Manager	Project Engineer	Total Hours		Labor	Subtotal
	Rate, $/Hr	$260.00	$220.00	$190.00				
Task								
1	**Project Management & Coordination Meetings**	32	32	8	72		$16,880.00	$16,880.00
2	**Additional Mechanical Design Services**	0	0	0	0		$0.00	$0.00
3	**Procurement Services**	0	0	0	0		$0.00	$0.00
4	**Post Design Services**	0	0	0	0		$0.00	$0.00
	Total (Hours)	**32**	**32**	**8**	**72**		$16,880.00	
	Sub-Total Labor Fee						**$16,880.00**	**$16,880.00**
	ODC's (Mileage, Reproduction & Reimbursable) (See Appendix B)							**$0.00**
	Sub-Total Labor Fee/ODC							**$16,880.00**
	Total Project Cost (Labor/ODC)							**$16,880.00**
	% Utilization	**44.44%**	**44.44%**	**11.11%**	**100.00%**			
	Total ($)	**$8,320.00**	**$7,040.00**	**$1,520.00**				**$16,880.00**

TASK ORDER NO. BHI-229-1; Ardurra Group, Inc

H&H - Fee Proposal - Task, 2, 3, 4

Rev. 2 Date: February 13, 2026
Rev. 1 Date: December 22, 2025
December 31, 2024

3250 W. Commercial Blvd,
Suite 348
Fort Lauderdale, FL 33309

Randy L. Daniel, P.E. PMP, CFM
Town Engineer
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154

Re: NE 123rd Street "Broad Causeway" Over ICWW, Bay Harbor Islands – Professional Services for "Bridge Repair Design & Plans of additional Mechanical & Electrical items not included in FDOT District 6 Routine and Special Inspection Reports, Post Design and Procurement Services"

Bridge Repair Plans (BRP) of additional repair items include bascule span operating machinery, and counterweight pit sump pumps. These additional items represent deficiencies not reported within the FDOT District 6 Routine and Special Inspection Reports, which were utilized as the basis for developing the 90% & 100% repair plans. These items were discovered during a more thorough in-depth mechanical and electrical inspection conducted on September 25, 2025. These additional items were selected for inclusion within the repair plans on the basis that addressing these deficiencies will be beneficial in promoting the longevity of the existing bridge machinery.

Below is Hardesty & Hanover scope of work for the reference project.

Bascule Span Machinery

- Field Review of Existing Bearing Supports. Develop inventory of all bearing supports exhibiting uplift and anchor fasteners with moderate to severe section loss.
- Design repair plan for all bearing supports with anchors exhibiting excessive section loss. If required based on findings from field review, design support hold-down clamps for supports at risk of uplift.
- Design hold down clamp for Far opposite B-3/B-4 and B5 bearing assembly.
- Design the rehabilitation of the Far Adjacent B-3/B-4 bearing support hold down clamp

9.0 Structures Summary – *H&H*
The CONSULTANT shall analyze, design, and develop documents for structures in accordance with applicable provisions.

9.11 Field Review

16.0 Structures – Movable Span – *H&H*
The CONSULTANT shall design and prepare plans for Structures – Movable Span that include the following:

Mechanical Drive Design
16.65 Rack & Pinion, Bearings and Supports

Machinery Detailing
16.73 Drive Details

<<End of Additional Bridge Repairs Scope>>

ANTICIPATED REPAIR PLANS PHASE SCHEDULE OF KEY ACTIVITIES

Date	Milestone
10/15/2025	Submit Repair 90% Plans
11/17/2025	Town of Bay Harbor Islands Review Repair 90% Plans package
12/22/2025	Submit to Town of BHI the Supplemental for Additional Mechanical Repairs – Revision 1
1/27/2026	Discussion critical Repairs and Maintenance required for Broad Causeway between the Town of BHI, FDI & H&H.
1/29/2026	Inspection Date for Additional Mechanical Repairs with FDI & Town of Bay Harbor
2/4/2026	Submit to Town of BHI the Supplemental for Additional Mechanical Repairs
3/15/2026	Tentative Submittal for Additional Mechanical Repair Plans

Respectfully,

Name — Xavier de la Torre, PE
Title — *Project Manager*

Attachments: Please see attached detailed staffhour sheets.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project:	Post Design Services for Broad Causeway Bridge Repairs over ICWW	Consultant Name:	Hardesty & Hanover, LLC
County:	Miami-Dade	Consultant No.:	enter consultants proj. number
FPN:	NA	Date:	2/13/2026
FAP No.:	NA	Estimator:	Xavier de la Torre

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal Engineer	Project Manager	Project Engineer	Staff Engineer	CADD Operator	N/A	N/A	N/A	N/A	N/A	N/A	N/A	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$260.00	$220.00	$190.00	$135.00	$105.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
1. Post Design Services	553	55	55	111	166	166	0	0	0	0	0	0	0	553	$87,330	$157.92
2. Procurement Services	80	8	8	16	24	24	0	0	0	0	0	0	0	80	$12,640	$158.00
9. Structures	56	6	6	11	17	16	0	0	0	0	0	0	0	56	$8,945	$159.73
16. Structures - Movable Span	288	29	29	58	86	86	0	0	0	0	0	0	0	288	$45,580	$158.26
Total Staff Hours	977	98	98	196	293	292	0	0	0	0	0	0	0	977		
Total Staff Cost		$25,480.00	$21,560.00	$37,240.00	$39,555.00	$30,660.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$154,495.00**	**$158.13**

Check = $154,495.00

Form Revised 04/04/06

SALARY RELATED COSTS:		$154,495.00
OVERHEAD:	1.0	$0.00
OPERATING MARGIN:	0%	$0.00
FCCM (Facilities Capital Cost Money):	0.00%	$0.00
EXPENSES:	0.00%	$0.00
SUBTOTAL ESTIMATED FEE:		**$154,495.00**
Subconsultant: N/A		$0.00
Subconsultant: N/A		$0.00
SUBTOTAL ESTIMATED FEE:		**$154,495.00**
Geotechnical Field and Lab Testing		$0.00
SUBTOTAL ESTIMATED FEE:		**$154,495.00**
Optional Services		$0.00
GRAND TOTAL ESTIMATED FEE:		**$154,495.00**

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

OPTIONAL SERVICES - POST DESIGN SERVICES						
Task No.	**Task**	**Units**	**No of Units**	**Hours/ Unit**	**Total Hours**	**Comments**
1.7	Post Design Services	LS	1	553	553	See post design optional services breakdown below
				1. General Tasks Total	**553**	

1.7 - Post Design Breakdown	**Units**	**No of Units**	**Hours/ Unit**	**Total Hours**	**Comments**
Plans Revisions	EA	4	n/a	22	10% of Structure plan sheets - 2 to 4 hours per sheet. Includes QA/QC, Supervision and Coordination. 40 Plan Sheets x 10% = 4 Plan Sheets 4 Plan Sheets x 3 hours = 12 Hours 10% of Hours required to Develop Mechanical plan sheets. Includes QA/QC, Supervision and Coordination. 97 Hours for Plan Sheets X 10% = ~10 Hours
Shop Drawing Reviews	LS	1	268	268	See shop drawing breakdown for details
Request for Information Resolution	EA	43	2	52	Estimate one per week for length of construction. 1 to 3 hours per RFI. 180 estimated construction days ~ 26 Weeks 26 Weeks x 1 RFI's x 2 Hrs. = 52 Hours
Prime Consultant Project Manager Meetings	EA	49	n/a	97	Progress meeting: estimate 1 meeting per week. 26 meetings x 3 hrs. (assume in-person) x 1 Engineer =78 hrs. Handoff Meeting: 1 meeting x 4 hrs. prep. + 3 hrs. x 1 Engineer = 7 hrs. (Includes meeting prep.) Pre-Construction Meeting: 1 meeting x 3 hrs. x 3 Engineers = 9 hrs. Partnering: 1 meetings x 3 hrs. x 1 Engineer = 3 hrs.
Progress Meetings/Field Reviews/Shop Tests	EA	12	n/a	82	Estimated 1 per month for length of construction (4 hours each including travel time). 180 Days Const. Schedule ~ 6 Months x 1 Field Review x 3 Hrs. = 18 Hours Electrical Systems: 1 Engineer x 2 Days x 8 Hrs./Day = 16 Hours Mechanical Systems: 1 Engineer x 2 Days x 8 Hrs./Day = 16 Hours Functional Checkout - Electrical Systems: 1 Engineer x 2 Days x 8 Hrs./Day = 16 Hours Functional Checkout - Mechanical Systems: 1 Engineer x 2 Days x 8 Hrs./Day = 16 Hours
Field Reviews for Prime PM/EOR	EA	8	4	32	Attend site visit for the duration of construction. Includes meeting time and travel time.
Total Post Design Breakdown		117		553	Total Post Design Breakdown Hours carries to Task 1.7 above

OPTIONAL SERVICES - POST DESIGN		
No.	**Shop drawing reviews** (list anticipated shop drawings)	**Hrs.**
	APPROACH & BASCULE SPANS	
1	Spall Repairs Materials Review	6
1	Structural Steel Coating System	8
1	Bascule Pier Access Ladder	8
	BASCULE SPAN - MECHANICAL	
1	B1-NA Turned Bolt	6
1	B1-NA Turned boltt Replacement Procedure	6
1	Millwright Qualifications	6
1	Live Load Shoe Fasteners	4
1	Motor and Machinery Brake Delay and Clearance Measurements	8
1	B3/B4 Hold-Down Clamp and Anchors	20
1	B5 Hold-Down Clamp and Anchors	20
1	Span Lock Shims and Turned Bolts	8
1	Span Lock and Live Load Shoe Shimming Procedures	12
1	Near Adjacent B3 Repair Procedure	20
1	Sump Pump and Piping	12
1	Machinery Blasting and Protective Coatings	12
1	Functional Test Procedure - Mech.	8
	BASCULE SPAN - ELECTRICAL	
1	Control System Engineer Credentials	4
1	Journeyman Electrician Credentials	4
1	Wire & Cable	4
1	Generator	8
1	Conduit & Fittings	4
1	Boxes & Enclosures	8
1	Terminal Blocks	4
1	Wiring Devices	4
1	Span Drives	12
1	Control System Modifications	12
1	Limit Switches	4
1	Surge Suppressors	4
1	Panel Boards & Breakers	8
1	Bascule Pier Lighting	4
1	Disconnects & Fuses	4
1	Traffic Gate Rehabilitation	4
1	Submersible Pump	4
1	Functional Checkout Testing Procedure	8
46	**Total Shop Drawings**	**268**

OPTIONAL SERVICES - PROCUREMENT SERVICES						
Task No.	**Task**	**Units**	**No of Units**	**Hours/ Unit**	**Total Hours**	**Comments**
2.10	Procurement Services	LS	1	80	80	Assume 80 hours for bid questions and other procurement services
				2. Procurement Services	**80**	

Estimator: Xavier de la Torre, PE

Bridge Identifier (Number or Name): Broad Causeway Rehab 2025

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	Design and Production Staffhours				Comments
			No. of Units	Hours per Unit	No. of Sheets	Total	
	General Drawings						
	Structures - Summary and Miscellaneous Tasks and Drawings				0	0	

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Bridge 1	288	0	0	0	0	0	0	288		
	Structures Technical Subtotal	288	0	0	0	0	0	0	288	0	0

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
9.11	Field Reviews	LS	1	16	16	2 engineers, 8 hours each for TOTAL OF 16 HOURS 2 Mechanical Engineers Review existing conditions on all machinery supports. Gather inventory of anchors that are beyond repair. Identify whether uplift is occuring at any of the bearing supports other than the far opposite main pinion assemblies. Gather field measurements to assist in repair plan development.
9.13	Quality Assurance/Quality Control	LS	%	7%	20	
9.15	Supervision	LS	%	5%	14	
	Structures Nontechnical Subtotal				50	
9.16	Coordination	LS	1	6	6	
	9. Structures - Summary and Miscellaneous Tasks and Drawings				56	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
BDR Coordination/Review	EA	2	0	0			0
Subtotal Technical Meetings				**0**			0
Progress Meetings (if required by FDOT)	EA	0	0	0	*PM attendance at Progress Meetings is manually entered on General Task 3*		- -
Phase Review Meetings	EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*		- -
Total Meetings				**0**	**Total Project Manager Meetings (carries to Tab 3)**		**0**

Carries to 9.12 Carries to Tab 3

Estimator: Marco Diaz, PE

Bridge Identifier (Number or Name): Broad Causeway Rehab 2025

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Bascule Pier Dimensions - Detailing						
	Mechanical Design						
	Mechanical Drive Design						
16.65	Rack & Pinion, Bearings and Supports	LS	1	168		168	Far Adjacent B-3/B-4 Bearing Support Existing Hold-Down Clamp Repair. Design a repair for the existing hold-down clamp that exhibits severe section loss on the weldment and the fasteners. Perform calculations as required to determine required anchors and associated strength of the anchorages. **56 Hours.** Far Opposite B-3/B-4 and B5 Bearing Assembly Support Clamping Devices. Design new hold-down clamps for the subject bearing support assemblies. Coordinate clamping requirements with Structural staff. Perform calculations as required to determine required anchors and associated strength of the anchorages. **112 Hours.**
	Machinery Detailing						
16.73	Drive Details	Sheet	4	30	4	120	1 Sheet to Be Modified -Span Operating Machinery Repairs - Highlight areas and apply callouts where bearing support repairs are required. **12 Hours** Estimating 3 New Sheets to be Created. - Assembly Views of Supports to be Repaired. Incorporate callouts for sandblasting, anchor fasteners to be replaced, **36 Hours** - Detail Views Sheet 1 of Hold-Down Clamps used in bearing support repairs. **36 Hours** - Detail Views Sheet 2 of Hold-Down Clamps used in bearing support repairs. **36 Hours**
	Control House						
	16. Structures - Movable Span Total				**4**	**288**	

ITEM 8

TOWN OF BAY HARBOR ISLANDS
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, MAcc. Town Manager
FROM:	Sam Zamacona E.I. Capital Improvement Program Director
CC:	Gerald Bryan Finance Director Fausto Vargas-Reyes Procurement Officer Randy Daniel Town Engineer/ Floodplain Administrator
DATE:	March 12, 2026
SUBJECT:	Approval of Amendment Number 2 To The Agreement With Kimley-Horn And Associates, Inc.

RECOMMENDATIONS

Discuss and consider approval of Amendment 2 in favor of Kimley-Horn and Associates, Inc. (KH) in the amount of $31,960 for Drainage Design and Engineering Plans Updates, Permit Modifications, and Update to Bid Documents,

BACKGROUND

On October 23, 2017, the Town of Bay Harbor Islands (Town) entered into a Continuing Services Agreement for Professional Engineering Services with KH.

On June 30, 2023, the Town entered into an agreement concerning Drainage Improvements South of Kane Concourse on W. Bay Harbor Drive with KH for a total Fee of $99,895.00

On September 11, 2025, the Town approved Amendment Number 1 to expand the project area with additional drainage pipes, structures and forcemain for $22,850. The original

contract included Task 6-Limited Construction Phase Services. However, it was removed during the execution of Amendment Number 1 and fees from Task 6 were distributed to other tasks to support additional design scope.

DISCUSSION

A proposed artificial reef construction project will take place at the current proposed outfall location near Gateway Park. The current outfall location is no longer feasible and must now be relocated to one of the outfalls adjacent to the project drainage area (westside of West Bay Harbor Drive).

Amendment 2, requests approval in the amount of $31,960 for Drainage Design and Engineering Plans Updates, Permit Modifications, Update to Bid Documents due to the artificial reef project avoidance and add Limited Construction Phase Services.

FINANCIAL ANALYSIS

GL Line-Item Number:	406.5380.400031.00
Total Amount Budgeted:	$ 139,379
Original Contract Amount:	$ 99,895
Previous Amendment 1:	$ 22,850
This Amendment 2:	$ 31,960
Revised Contract Amount:	$ 154,705

A nominal budget shortfall of $1,526 will be evaluated at a future date.

ATTACHMENTS

EX 1 Project Agreement for Drainage Improvements

EX 2 Amendment 2

EX 3 Continuing Services Agreement for Professional Engineering Services with KH.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AMENDMENT NUMBER 2 TO THE AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED $31,960 FOR DRAINAGE DESIGN AND ENGINEERING PLAN UPDATES, PERMIT MODIFICATIONS, AND UPDATES TO BID DOCUMENTS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT AND ANY RELATED DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands ("Town") previously entered into an agreement with Kimley-Horn and Associates, Inc. to provide engineering and drainage design services for Town infrastructure improvements; and

WHEREAS, additional drainage design updates, engineering plan revisions, permit modifications, and updates to bid documents are required to advance the project and ensure compliance with applicable regulatory requirements; and

WHEREAS, Kimley-Horn and Associates, Inc. has submitted Amendment Number 2 to the agreement in an amount not to exceed Thirty-One Thousand Nine Hundred Sixty Dollars ($31,960) to perform the additional services; and

WHEREAS, the Town Council finds that approving Amendment Number 2 is in the best interests of the Town and will allow the project to proceed in an efficient and timely manner.

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

Section1 Approval of Amendment. The Town Council hereby approves Amendment Number 2 to the Agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed Thirty-One Thousand Nine Hundred Sixty Dollars ($31,960) for drainage design and engineering plan updates, permit modifications, and updates to bid documents.

Section 2 Authorization of Town Manager. The Town Manager is hereby authorized to execute Amendment Number 2 and any related documents necessary to implement the intent of this Resolution, subject to approval as to form by the Town Attorney.

Section 3 Implementation. The Town Manager and Town staff are authorized to take any actions necessary to implement the provisions of this Resolution.

Section 4 Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution.

Section 5 Conflicts. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 6 Effective Date. This Resolution shall take effect upon its passage and adoption

PASSED and ADOPTED this 12th day of March, 2026.

Motion By: _____

Second By: _____

FINAL ADOPTION VOTE:

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:

_____
MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: Tania Cruz-Gimenez, Esq.

PROJECT AGREEMENT

Between

TOWN OF BAY HARBOR ISLANDS

And

Kimley-Horn and Associates, Inc.

For

Drainage Improvements South of Kane Concourse on W. Bay Harbor Drive

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 **$99,895.00**. 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
Stefano Viola	Project Manager

Tiffany Stanton	Professional Engineer
Matt Brosman	Professional Engineer
Sebastian Vittorino	Engineer
Angel Turpin	Engineer
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 Attorneys

Exhibit "1"

Project Description

The CONSULTANT is pleased to submit this proposal for drainage improvements on West Bay Harbor Drive south of Kane Concourse. It is our understanding that the Town is experiencing roadway flooding on West Bay Harbor Drive in front of the first two properties on the west side of the road just south of Kane Concourse. The improvements will contemplate a prefabricated stormwater pump station along with a new stormwater outfall at the 9500 West Bay Harbor Drive property via a new easement.

The project objectives are as follows:

1. Model and design stormwater improvements for the project area.
2. Develop specific details and specifications for installation of the stormwater improvements.
3. Coordination with a stormwater pump manufacturer.
4. Prepare a sketch and legal for the new stormwater outfall easement through the private property. It is assumed that the Town will lead the coordination with the property owner.
5. Provide professional services associated with project design, bid document development, bidding assistance, and construction phase services.

Exhibit "2"

Scope of Services

The scope of services will be completed by CONSULTANT and will be performed in close coordination with TOWN staff.

Task 1 - Project Initiation, Survey, Geotechnical, and Schematic Design

As part of this task, the CONSULTANT shall obtain, review, and analyze survey and soil testing for the Project Area. Upon receipt of the survey and geotechnical information, the CONSULTANT shall visit the site listed in the Project Description (Exhibit "1") to collect data and note existing conditions. The survey and information collected during the site visits will be utilized to develop a schematic design plan. The schematic design plan will be represented to the TOWN on one (1) plan sheet identifying proposed drainage improvements and existing conditions. The schematic drainage design plan will be the basis for discussion with TOWN staff.

As part of this task, two (2) copies of the survey will be forwarded to each utility company known to operate in the vicinity of the Project Area. Each utility company will be requested to return one redlined survey, identifying the horizontal and vertical location of their facilities and any proposed improvements planned within the next two years to the TOWN. This information will be incorporated into the schematic design plan upon receipt from the utility companies.

As part of this Task, the CONSULTANT shall attend one (1) meeting with TOWN staff. Task 1 will be completed within 16 weeks of authorization to proceed.

Task 2 – Design Development Plans

Utilizing the survey, soil testing results and schematic design plan developed in Task 1 above, the CONSULTANT shall prepare preliminary 60% design plans for the construction of paving and drainage improvements within the Project Area. These Design Development Plans shall show the geometric layout on top of the base survey data. The basis for design will be the Miami-Dade County Public Works Manual and Florida Department of Transportation (the "FDOT") Standard Indexes where applicable. Task 2 will be completed within 8 weeks of receiving schematic design plan approval from TOWN staff. The following plan sheets may be included in the Design Development Plans:

1. Key Sheet – Project title, vicinity map, engineer of record, and other appropriate information.

2. Plan and Profile Sheets – Containing the geometric, horizontal and vertical alignment for the drainage improvements of the roadways within the project area. These sheets shall also contain limits for any milling and resurfacing.

3. Miscellaneous Construction Details – These sheets shall provide construction details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.

4. Miscellaneous Drainage Details – These sheets would provide drainage details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.

5. Typical Signing and Pavement Marking Details – Signing and pavement markings shall be detailed for use in the project.

Task 3 – Drainage Design and Permitting

3.1 Coordination Meetings

The CONSULTANT shall attend one (1) coordination meeting each with representatives of the Miami Dade County Department of Environmental Resources Management ("DERM") and the Miami-Dade County Department of Public Works ("Miami-Dade Public Works") during the course of the design and permitting process. The intent of the meetings will be to review the proposed design and permitting requirements.

3.2 Hydraulic Analysis

The hydraulic analysis shall be completed for the Project Area based upon the geotechnical and survey information obtained in Task 1. During the analysis, the volume of stormwater runoff shall be calculated from the design storm and the capacity of the existing stormwater collection system shall be evaluated. The results of the above noted calculations along with the incorporation of budget constraints will be the basis for design of the stormwater system.

3.3 Permitting

The CONSULTANT shall prepare and submit permit applications to DERM and Miami-Dade Public Works. The package will consist of the permit application form, pre-development and post-development runoff calculations, and the Design Development Plans. Responses to comments (one set of review comments by DERM and Miami-Dade Public Works) will be prepared within the Final Construction Plans. The TOWN will pay all permit fees directly. The permit applications will be submitted within 12 weeks of receiving design development plan approval from TOWN staff.

Task 4 - Final Construction Plans and Contract Documents

4.1 Final Construction Plans

Upon receipt of comments from DERM and Miami-Dade Public Works, the Design Development Plans will be upgraded to Construction Plans incorporating the permitting agency comments. This task will be completed within 6 weeks of receiving DERM and Miami-Dade Public Works permit approval.

4.2 Contract Documents

During this task, Kimley-Horn will perform the following:

1. Determine anticipated construction time for contract purposes.
2. Update the engineer's opinion of probable construction costs.
3. Prepare a bid form that will list the separate pay items, estimated quantities, and units.
4. Provide the TOWN with a project description to be included in the TOWN's Front End documents.

Task 5 – Contractor Selection Assistance

5.1 Bidding Assistance

It is our understanding that the TOWN will use a competitive bidding process to hire a contractor to construct the improvements described in the final construction plans and contract documents. The CONSULTANT shall consult with and advise the TOWN and act as its representative for the proposed improvements during the bidding process. This task is limited to attendance at a pre-bid meeting and issuance of addenda in response to contractor questions. Once bids are received, the CONSULTANT shall review the bid and references, and prepare a bid tabulation sheet for use in making the recommended award.

Task 6 – Limited Construction Phase Services

This task is to provide limited construction phase services by the CONSULTANT during construction of the project. There are six separate construction phase sub tasks regarding the TOWN's Drainage Improvements project. The tasks are as follows:

1. Meetings
2. Resident Project Representative
3. Shop Drawing Review
4. Contract Clarification
5. Review of Pay Application
6. Project Close-out

The estimated construction duration for the scope of work is 180 days.

6.1 Meetings

The CONSULTANT shall attend up to three (3) progress meetings (as scheduled by the TOWN) with the Contractor(s) to assess the project schedule and Contractor progress for the duration of the construction process.

6.2 Resident Project Representative

A Resident Project Representative ("RPR") shall be furnished by the CONSULTANT and shall act as directed by the CONSULTANT in order to assist the CONSULTANT in observing performance of the work of the Contractor(s). The duties, responsibilities, and limitations on the authority of the RPR and assistants will be in accordance with the sections of EJCDC Document associated with this issue.

The RPR shall visit the site five (5) times at two (2) hours per visit at the various stages of construction to observe the progress and quality of the executed work of 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 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 TOWN 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, the CONSULTANT shall keep the TOWN informed of the progress of the work, shall endeavor to protect the TOWN against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. The CONSULTANT shall perform the observations in accordance with the standard of care of the profession at the time of service.

The RPR shall prepare and submit monthly reports to the CONSULTANT of the field visits describing the general working conditions, areas of construction activity, tests performed, and special and unusual events.

6.3 Shop Drawing Review

The CONSULTANT shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) 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. The CONSULTANT shall perform these reviews in accordance with the standard of care of the profession at the time of service.

The CONSULTANT shall consult with and advise the TOWN as to the acceptability of substitute materials and equipment that are proposed by the prime contractor(s) hereinafter called "Contractor(s)".

6.4 Contract Clarifications

The CONSULTANT shall issue the TOWN's instructions to Contractor(s), as well as issue necessary interpretations and clarifications of the plans and specifications in connection therewith and review change orders as required.

6.5 Review of Pay Application

Based on the CONSULTANT's on-site observations and upon review of applications for payment and the accompanying data and schedules, the CONSULTANT shall 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 TOWN based on such observations and review that the work has progressed to the point indicated and that, to the best of the CONSULTANT's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents (subject to any qualifications stated in the CONSULTANT's recommendations), and that payment of the amount recommended is due to Contractor(s). This effort will be limited to six (6) pay application reviews.

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER 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 CONSULTANT in this Agreement. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER 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.

6.6 Project Close-out

The CONSULTANT shall review the Project to determine if the Project is substantially complete and conduct a final review to determine if the work has been completed in accordance with the Contract Documents. If the Contractor has fulfilled all of his obligations there under, the CONSULTANT may recommend, in writing, final payment to each Contractor and may give written notice to the TOWN and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

The CONSULTANT will review project record drawings prepared, provided, and certified by the Contractor. One set of reproducible "As-Built" drawings will be provided to the TOWN.

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 the proposed drainage improvements, the following assumptions pertain to this scope of work:

- Major redesign effort due to changes in the overall project scope, budget, or programming after any of the design phases are not included in our scope of services.
- Environmental Engineering (Phase I/Phase II) are not included in our scope of services.
- Traffic Studies or traffic engineering services are not included in our scope of services.
- Permit expediting services are not included in our scope of services.
- Dewatering permitting are not included in our scope of services.
- No roadway or sidewalk design/improvements are contemplated and as such, are not included in our scope of services.

SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 – 4 within 270 days of the written Notice to Proceed. Task 5 shall be determined based on the bid dates and construction award period and shall be performed in a timely fashion. Task 6 is assumed shall be performed for 180 days to match the assumed construction duration.

Exhibit "3"

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of **$99,895.00.** The following is a breakdown of the lump sum fee for reference:

Task	Description	Labor Fee
1	Project Initiation, Survey, Geotech, and Schematic Design	$32,130.00
2	Design Development Plans	$25,225.00
3	Drainage Design and Permitting	$11,685.00
4	Final Construction Plans and CD's	$23,065.00
5	Contractor Selection Assistance	$4,930.00
6	Limited Construction Phase Services	$4,160.00
	TOTAL LUMP SUM FEE	**$99,895.00**

AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 2 dated February 12, 2026 to the agreement between Town of Bay Harbor Islands ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated June 30, 2023 ("the Agreement") concerning Drainage Improvements South of Kane Concourse on W. Bay Harbor Drive (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 services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

Task 6-Limited Construction Phase Services

The original contract (as stated above) included Task 6-Limited Construction Phase Services. However, it was removed during the execution of Amendment Number 1 dated July 14, 2025 and fees from Task 6 were distributed to other tasks to support additional design scope. The Client would now like to add this task back to the contract. Task 6-Limited Construction Phase Services scope as stated in the contract dated June 30, 2023 concerning Drainage Improvements South of Kane Concourse on W. Bay Harbor Drive are not incorporated back into the project scope.

Task 7-Additional Design and Permitting

The Client will be contracting with Murphy Pipeline Contractors for pipe bursting of three (3) outfalls (2-12" and 1-18" existing outfalls) adjacent to the project area. Additionally, the Client has identified a reef construction project at the current proposed outfall location making the current outfall location no longer feasible. The Client would like to relocate the proposed outfall to one of the outfalls adjacent to the project drainage area (westside of West Bay Harbor Drive).

This additional scope of services includes the following:

- *Drainage Design and Engineering Plans Updates*-Consultant will update the drainage design to connect to one of the two outfalls identified in the project location figure. Updates will include rerouting the force main in plan view, resizing the force main as needed, adjusting roadway restoration as needed, and updating the force main profiles. Updates will be incorporated into the engineering plans and flood routing calculations as needed. Consultant will submit one (1) set of engineering plans and opinion of construction cost (OPCC) to Client for review and address up to one (1) round of Client comments before progressing to permitting and bid documents.
- *DERM Class II Permit Modification*-It is assumed that the new outfall location will require a permit modification of Miami-Dade County DERM permit 2024001 received on December 13, 2024. Consultant shall meet with DERM virtually for one (1) pre-application meeting to discuss the design changes. Consultant will prepare a permit modification application package on behalf of Client and respond to up to one (1) request for additional information from the agency. Consultant will update the flood routing calculations to include the updated outfall location. It is assumed that no additional stormwater infrastructure will be needed to meet water quality requirements. Upon receipt of the Class II permit modification, Consultant will submit to Miami-Dade County Plan Review Section and address up to one (1) round of comments.
- *Update to Bid Documents*-Upon receipt of all permitting comments, Consultant will proceed with preparing updated Draft Bid Plans and OPCC that reflects the revised drainage layout and force main design. Consultant will address up to one (1) round of Client comments prior to issuance of the Bid Plans, OPCC, Bid Form and Notes, Project Description, and Civil Engineering Permit List.

Deliverables:

- Revised Draft Engineering Plans in PDF format for Client review
- Revised Draft OPCC in PDF format for Client review
- Updated Bid Plans in PDF format
- Updated Bid OPCC in PDF format
- Updated Bid Form and Notes in .docx and .xlsx format
- Updated Project Description in .docx format
- Updated Civil Engineering Permit List in PDF format

Assumptions:

- No changes to the pump station capacity, design, nor location are required
- No additional nutrient loading requirements will be applied during permitting
- There will be no changes to the hydrodynamic separator design
- Client/Murphy Pipeline will provide erosion control design for the new outfall

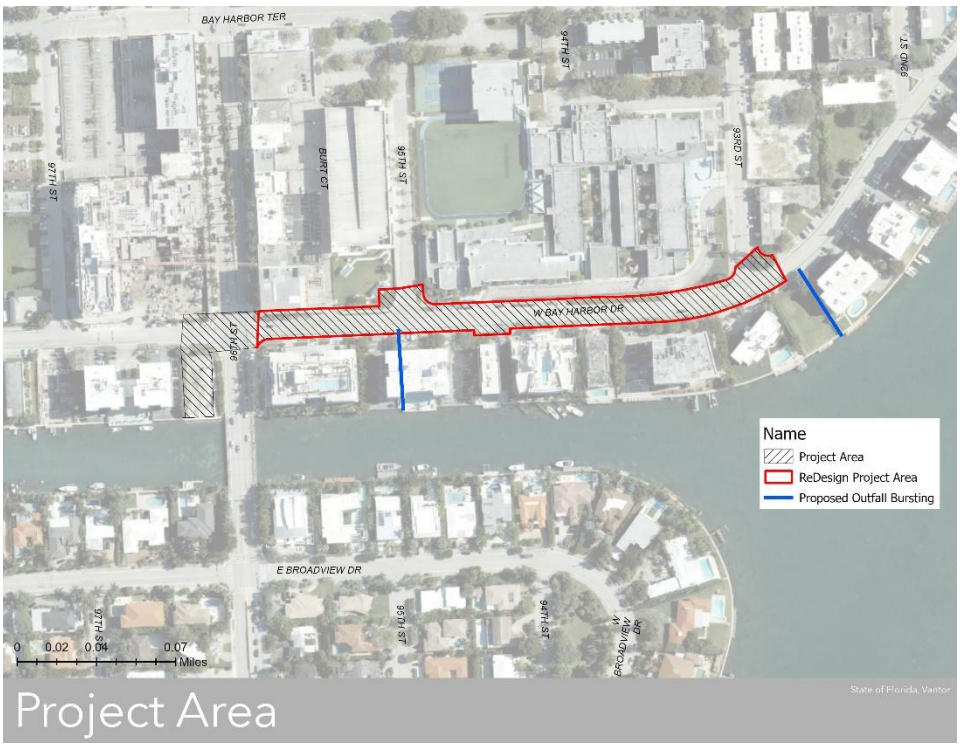


Figure 1-Redesign Project Area

For the services set forth above as well as for the change in services, Client shall pay Consultant the following additional lump sum compensation: $31,960.00.

Task Number & Name		Fee	Type
6	Limited Construction Phase Services	$4,160.00	Lump Sum
7	Additional Design and Permitting	$27,800.00	Lump Sum
	Total	$31,960.00	

CLIENT:	CONSULTANT:
TOWN OF BAY HARBOR ISLANDS	KIMLEY-HORN AND ASSOCIATES, INC.
By:	By:
Title:	Title:
Date:	Date:

Kimley»Horn

WORK PLAN - FEE SCHEDULE

PROJECT:	Drainage Improvements South of Kane Concourse on W. Bay Harbor Drive	SHEET:	
CLIENT:	Town of Bay Harbor Islands	PROJECT NO.	
ESTIMATOR:	Tiffany Stanton	DATE:	02/18/26
REVISION: 2			

DESCRIPTION:	Senior Engineer	Project Manager	Project Engineer	Engineer	Junior Engineer	Support Specialist	Inspector	Survey Sub	Geotech Sub	Expenses	Line Total	Task Total
Task 1 - Project Initiation, Survey, Geotech, and Schematic Design												
Survey								$13,500.00			$13,500.00	
Geotechnical Investigation									$8,000.00		$8,000.00	
Coordination and Project Management		4				4					$1,540.00	
Site Visit and Survey Review		4		4							$1,680.00	
Schematic Drainage Design Plans		4		12	20						$5,560.00	
Meeting with Town		2		3							$1,000.00	$31,280.00
Task 2 - Design Development Plans												
Develop Plan Sheets		4	8	20	24						$9,040.00	
Preliminary Drainage Review	2	6		10							$3,720.00	
Design Development Plans	2	15		60	80						$24,460.00	
Finalize Submittal Packages to Town		2		4		1					$1,285.00	$38,505.00
Task 3 - Drainage Design and Permitting												
Pre-Application Meetings		4		2		1					$1,485.00	
Hydraulic Analysis		4	4	12	20						$6,400.00	
Miami-Dade County DERM		8		24							$5,920.00	
~~MD Public Works~~											$0.00	$13,805.00
Task 4 - Final Construction Plans and CD's												
Develop Plan Sheets		6		20	28						$8,400.00	
Preliminary Drainage Review	2	4									$1,600.00	
Design Development Plans	2	15	8	40	80						$22,940.00	
Finalize Submittal Packages to Town		2		4		1					$1,285.00	$34,225.00
Task 5 - Contractor Selection Assistance												
Attend pre-bid meeting		3		3							$1,260.00	
Respond to reasonable RFI's		2		6	2	1					$1,865.00	
Review bids and provide recommendation of award		2		4	4	1					$1,805.00	$4,930.00
Task 6 - Limited Construction Phase Services												
Meetings					6						$780.00	
Resident Project Representative					10						$1,300.00	
Shop Drawing Review					4						$520.00	
Contract Clarification					2						$260.00	
Review Pay Application					4						$520.00	
Project Close out					6						$780.00	$4,160.00
Task 7 - Additional Design and Permitting												
Revise Engineering Plans		8	24	32							$12,240.00	
Permit Modification-DERM Class II		6	4	40							$8,800.00	
Update Bid Documents		8	4	24							$6,760.00	
											$0.00	
											$0.00	
											$0.00	$27,800.00
TOTAL HOURS	**8**	**113**	**52**	**324**	**290**	**9**	**0**	**$13,500.00**	**$8,000.00**	**$0.00**		
LABOR RATE ($/HOUR)	**280.00**	**260.00**	**210.00**	**160.00**	**130.00**	**125.00**	**115.00**	**1.0**	**1.0**	**1.0**		
SUBTOTAL	**$2,240.00**	**$29,380.00**	**$10,920.00**	**$51,840.00**	**$37,700.00**	**$1,125.00**	**$0.00**	**$13,500.00**	**$8,000.00**	**$0.00**		
PAGE TOTAL											**$154,705.00**	**$154,705.00**

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

October 25, 2017

Attn: Joan Eckersley
Kimley Horn and Associates
600 North Pine Island Road, Suite 450
Plantation, Florida 33324

RE: Professional Engineering Services Agreement

Dear Ms. Eckersley:

Enclosed please an original executed agreement between your firm and the Town of Bay Harbor Islands.

Thank you for your assistance in getting this finalized.

Sincerely,

Marlene M. Siegel, CMC
Town Clerk

idi

cc: Randy Daniel, Town Engineer

CONTINUING SERVICES

A G R E E M E N T

Between

TOWN OF BAY HARBOR ISLANDS

And

Kimley- Horn and Associates, Inc.

For

PROFESSIONAL ENGINEERING SERVICES

CONTINUING SERVICES

A G R E E M E N T

Between

TOWN OF BAY HARBOR ISLANDS

And

Kimley- Horn and Associates, Inc.

For

PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made between the TOWN OF BAY HARBOR ISLANDS, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "TOWN"),

AND

Kimley-Horn and Associates, Inc., a Florida corporation, authorized to do business in the State of Florida, (hereinafter referred to as "CONSULTANT"), whose principal place of business is 600 North Pine Island Road, Suite 450, Plantation, Florida 33324

WHEREAS, the TOWN has advertised for professional services; and

WHEREAS, pursuant to Section 287.055, Florida Statutes, the TOWN solicited proposals from qualified engineers and selected the CONSULTANT to provide said continuing professional services for various Projects (hereinafter referred to as "Specific Projects"); and

WHEREAS, the CONSULTANT is willing and able to perform such professional services for the TOWN within the basic terms and conditions set forth in this agreement (hereinafter referred to as "Continuing Services Agreement or Agreement"); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize a Specific Project, but to set forth certain terms and conditions which shall be incorporated into subsequent supplemental agreements for Specific Projects or services when required;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONSULTANT agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 Lump Sum: a method of payment to the CONSULTANT for a fixed sum amount which constitutes total compensation to the CONSULTANT for the performance by the CONSULTANT of the

Project. Said fixed sum includes but is not limited to, compensation for all fees, expenses and out-of-pocket costs of the CONSULTANT.

1.2 Reimbursable Direct Expenses or Reimbursables: the direct nonsalary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings, and other documents; postage; travel expenses; and subconsultant's fees.

1.3 Specific Project Agreement or Project Agreement: an agreement to provide services for a particular Project.

1.4 Subconsultant Fee: the direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the subconsultant.

1.5 Travel Expenses: actual mileage, meals and lodging expenses incurred directly for the Specific Project for travel outside of Dade County. No overnight travel or out-of-town travel outside of Dade County shall be reimbursed unless the CONSULTANT has secured advance written authorization for such travel from the Town Manager. Reimbursement for such authorized travel expenses shall be at the rates provided for in Chapter 112, Florida Statutes, as may be amended from time to time, which rates shall by reference be made a part of this Agreement as though set forth in full.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act, the CONSULTANT may provide professional services to the TOWN for Specific Projects as authorized from time to time by the TOWN. The TOWN reserves the right to select one or more firms to do the Projects.

2.2 When the need for services for a Specific Project occurs, the TOWN may at its sole discretion, enter into negotiations with the CONSULTANT for that Specific Project under the terms and conditions of this Agreement. The TOWN shall initiate said negotiations by providing the CONSULTANT with a "Scope of Services Request," requesting from the CONSULTANT a proposal to provide professional services for the Specific Project. The CONSULTANT shall prepare a proposal which includes a lump sum fee or an hourly not to exceed and a manpower-task breakdown. The TOWN and CONSULTANT shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 The TOWN and CONSULTANT shall utilize as the agreement for each Specific Project a Standard Project Agreement ("Project Agreement"), a copy of which is attached to and incorporated into this Agreement as Exhibit "A." Each supplemental agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

1. The Scope of Services;

2. The deliverables;

3. The time and schedule of performance and term;

4. The amount of compensation;

5. The personnel assigned to the Specific Project; and

6. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 The professional services to be rendered by the CONSULTANT shall commence subsequent to the execution of each Project Agreement. The Town Manager is authorized to negotiate and execute Project Agreements for Projects in which the CONSULTANT's services do not exceed $10,000. The CONSULTANT's services shall be performed, completed and submitted to the TOWN as specified in the Project Agreement.

2.5 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. Unless otherwise agreed to in writing, in the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

2.6 In the event the TOWN and the CONSULTANT are unable to reach a satisfactory supplemental agreement for a Specific Project as provided for in Sections 2.2 and 2.3, or the TOWN determines that the best interests of the TOWN would be served by procuring services for a specific Project from another engineer, then the TOWN shall, at its sole discretion, terminate negotiations with the CONSULTANT for the particular Project.

SECTION 3. TERM/TERMINATION

3.1 TERM OF AGREEMENT - This Continuing Services Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect, unless and until terminated pursuant to Section 3.2 or 3.3, or other applicable sections of this Agreement. Each Project Agreement shall specify the period of service agreed to by the TOWN and CONSULTANT for services to be rendered under said Project Agreement.

3.2 TERMINATION For Convenience - This Continuing Services Agreement may be terminated by the TOWN for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such termination, any services performed by the CONSULTANT under this Continuing Services Agreement shall, at the option of the TOWN, become the TOWN'S property, and the CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the TOWN up through the date of termination. Under no circumstances shall TOWN make payment of profit for services which have not been performed.

3.3 TERMINATION - For Cause - This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other 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 the CONSULTANT abandons this Agreement or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify the TOWN against 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 3.2 and the provisions of Section 3.2 shall apply.

3.4 EFFECT ON PROJECT AGREEMENT - Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement.

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 Changes Permitted. Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the TOWN by Change Order without invalidating the Project Agreement.

4.2 Change Order Defined. Change Order shall mean a written order to the CONSULTANT executed by the TOWN, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

4.3 Effect of Executed Change Order. The execution of a Change Order by the TOWN and the CONSULTANT shall constitute conclusive evidence of the CONSULTANT's agreement to the ordered changes in the Scope of Services, the Contract Price and/or the Contract Time. The CONSULTANT, by executing the Change Order, waives and forever releases any claim against the TOWN for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

4.4 Authority to Execute Changes or Requests for Additional Services. The Town Manager is authorized to negotiate and execute Change Orders, in an amount not to exceed $10,000 per change. Changes, which exceed $10,000, shall be approved by the TOWN Council.

SECTION 5. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

SECTION 6. TOWN'S RESPONSIBILITIES

6.1 Assist CONSULTANT by placing at its disposal all available information as may be requested in writing by the CONSULTANT and allow reasonable access to all pertinent information relating to the services to be performed by CONSULTANT.

6.2 Furnish to CONSULTANT, at the CONSULTANT'S request, all existing studies, reports and other available data pertinent to the services to be provided by CONSULTANT.

6.3 Arrange for access to and make all provisions for CONSULTANT to enter upon public property as required for CONSULTANT to perform services.

SECTION 7. CODE OF ETHICS

7.1 The code of ethics of the Board of Professional Engineers shall be incorporated in this Agreement by this reference.

SECTION 8. POLICY OF NON-DISCRIMINATION

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

SECTION 9. OWNERSHIP OF DOCUMENTS/DELIVERABLES

9.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the TOWN or furnished by CONSULTANT pursuant to this or any Project Agreement shall become the property of the TOWN, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to TOWN within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The CONSULTANT shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONSULTANT use, or permit to be used, any of the documents without the TOWN'S prior written authorization. Any reuse of such documents by the CONSULTANT without the written verification or adaptation by the TOWN for the specific purpose intended will be at the CONSULTANT's sole risk.

9.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data, entered into by the CONSULTANT for a Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the TOWN.

9.3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

SECTION 10. RECORDS/AUDITS

10.1 CONSULTANT shall maintain and require subconsultants to maintain complete and correct records, books, documents, papers and accounts pertaining to work performed in connection with this Agreement. Such records, books, documents, papers and accounts shall and be available at all reasonable times for examination and audit by TOWN or any authorized TOWN representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each project to be performed pursuant to this Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the TOWN of any fees or expenses based upon such entries.

10.2 Refusal of the CONSULTANT to comply with the provisions of Section 10.1 shall be grounds for immediate termination for cause by the TOWN of this Agreement or any Project Agreement.

SECTION 11. NO CONTINGENT FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the

CONSULTANT violates this provision, TOWN shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. INDEPENDENT CONTRACTOR

The CONSULTANT is an independent contractor under this Agreement. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CONSULTANT.

SECTION 13. ASSIGNMENT; AMENDMENTS

13.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of TOWN.

13.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 14. INDEMNIFICATION/HOLD HARMLESS

14.1 CONSULTANT shall indemnify and hold harmless the TOWN, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement and any Project Agreement."

14.2 The CONSULTANT acknowledges that specific consideration has been paid or will be paid under this and each Project Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 15, Insurance.

SECTION 15. INSURANCE

The CONSULTANT shall secure and maintain throughout the duration of this and any Project Agreement, insurance of such type and in such amounts as may be necessary to protect its interests and the interests of the TOWN against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the TOWN, its officials, employees and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONSULTANT's insurance and shall not contribute to the CONSULTANT's insurance. The insurance coverages shall include a minimum of:

15.1 Workers' Compensation and Employer's Liability Insurance: Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. The policy(ies) must

include Employer's Liability with minimum limits of $100,000 each accident.

15.2 Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the TOWN against claims for injuries to members of the public and/or damages to property of others arising from the CONSULTANT's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than $1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

15.3 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the TOWN against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONSULTANT or any of its agents, employees, or subcontractors. The limit of liability shall not be less than $1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: 1) Premises and/or Operations, 2) Independent contractors and Products and/or completed Operations, 3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The TOWN is to be specifically included as an Additional Insured for the liability of the TOWN resulting from operations performed by or on behalf of CONSULTANT in performance of this or any Project Agreement. CONSULTANT's insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to CONSULTANT's insurance. CONSULTANT's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

15.4 Professional Liability. The CONSULTANT shall furnish professional liability insurance coverage in an amount not less than $1,000,000 with a deductible of $50,000, per claim. The CONSULTANT shall be responsible for maintaining this professional liability insurance for a minimum of five (5) years from the date of execution of each Project Agreement. Upon request of the TOWN, the CONSULTANT shall make available for inspection copies of any claims filed or made against the policy during the policy term. The Consultant shall additionally notify the TOWN, in writing, within thirty (30) calendar days of any claims filed or made against this policy in excess of $250,000 during the policy term.

15.5 Certificate of Insurance. Prior to the execution of this Agreement and/or any Project Agreement, the CONSULTANT shall provide to the TOWN and to the TOWN'S Office of Risk Management, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any Project Agreement and shall state that such insurance is as required by this and any Project Agreement. The TOWN reserves the right to inspect a certified copy of such policies upon written request by the TOWN. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the TOWN before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

15.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONSULTANT shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

SECTION 16. REPRESENTATIVE OF TOWN AND CONSULTANT

16.1 TOWN Representative. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 CONSULTANT Representative. CONSULTANT shall inform the TOWN Representative, in writing, of the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 17. COSTS AND ATTORNEY'S FEES

If either the TOWN or CONSULTANT is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED

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

SECTION 19. CONSULTANT'S RESPONSIBILITIES

19.1 The CONSULTANT shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the CONSULTANT.

19.2 The obligation of the CONSULTANT to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

19.3 The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a professional engineer under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Project for which the CONSULTANT has provided professional engineering services under a prior Project Agreement, it is determined that the CONSULTANT's documents are incorrect, or fail to conform to the Scope of Services, upon written notification from the TOWN, the CONSULTANT shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the TOWN, and shall pay all costs and expenses associated with correcting said incorrect

work, including any additional testing, inspections, and construction and reimbursement to the TOWN for any other services and expenses made necessary thereby, save and except any costs and expenses which the TOWN would have otherwise paid absent the CONSULTANT's error or ommission. The TOWN'S rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

19.4 The CONSULTANT's obligations under Section 19.3 shall survive termination of this or any Project Agreement.

19.5 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations.

SECTION 20. SUBCONSULTANTS

20.1 In the event the CONSULTANT requires the services of any subconsultants/subcontractors or other professional associates in connection with services covered by this Agreement or any Project Agreement, the CONSULTANT must secure the prior written approval of the TOWN.

20.2 Any subcontract with a subcontractor or subconsultant shall afford to the CONSULTANT rights against the subcontractor or subconsultant which correspond to those rights afforded to the TOWN against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.

20.3 No reimbursement shall be made to the CONSULTANT for any subconsultants that have not been previously approved by the TOWN for use by the CONSULTANT.

SECTION 21. NOTICES

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

FOR CONSULTANT: Gary R Ratay, P.E.

~~John C. Atz,~~ P.E.
~~President~~ Senior Associate
Kimley-Horn and Associates, Inc.
600 North Pine Island Road, Suite 450
Plantation, FL 33324
Tel: 954-535-5100
E-Mail: ~~john.atz~~gary.ratay@kimley-horn.com

FOR TOWN

Ronald Wassson
Town of Bay Harbor Islands
Town Hall
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

With Copy to:

SECTION 22. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract price and any additions shall be adjusted to exclude any significant sums by which the TOWN determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 23. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to the Agreement. Venue of any action to enforce this Agreement shall be in Dade County, Florida.

SECTION 24. GOVERNING LAW

This Agreement shall be construed in accordance with the governed by the laws of the State of Florida.

SECTION 25. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 26. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 27. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as 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.

SECTION 28. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[THE 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 _____, duly authorized officer to execute same.

TOWN

BAY HARBOR ISLANDS, FLORIDA

By: _____
Town Manager – Ronald Wasson

The 23 day of October, 2017.

AUTHENTICATION:

_____
Town Clerk Marlene M. Siegel

(SEAL)

APPROVED AS TO FORM

_____
Asst Town Attorney Frank C. Simone, Esq.

CONSULTANT

Kimley-Horn and Associates, Inc.

By: Gary R Ratay
Print Name: GARY R RATAY
Title: SENIOR ASSOCIATE

The 19 day of OCTOBER, 2017.

AUTHENTICATE:

Secretary

Stefano Visla
Please type name of Secretary

(CORPORATE SEAL)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

WITNESSES:

Print Name: Shunda Layne.

Print Name:

EXHIBIT "A"

SAMPLE

PROJECT AGREEMENT

Between

TOWN OF BAY HARBOR ISLANDS

And

Kimley-Horn and Associates, Inc.

For

Work Authorization No. _____

(Project Description)

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 _____, 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 engineering 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:

_____

_____

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

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 through _____, unless otherwise terminated pursuant to Section 4 or other applicable provisions of this Project Agreement. The Town Manger, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed ___ 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 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 the "Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "3." 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 $_____. 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.

OR

4.2 Time and Material Compensation. TOWN agrees to compensate the CONSULTANT on a time and materials basis for performance of all services as related to this project. This compensation will include, but is not limited to, compensation for all expenses, manhours required and out of pocket costs of the CONSULTANT.

4.3 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 "4", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.1.2 Time and Materials 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 work effort by staff and billing rates required to accomplish such work.

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 Owner'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 payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of 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 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 and the provisions 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 such a 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 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, 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 ___ 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 herein, through no fault of the CONSULTANT, the TOWN shall pay 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
_____	_____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 _____, 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 _____, attested to by its Town Clerk, duly authorized to execute same, and by CONSULTANT, by and through its _____, duly authorized officer to execute same.

TOWN

THE TOWN OF BAY HARBOR ISLANDS, FLORIDA

By:_____

The ____ day of _____, 2017.

AUTHENTICATION:

_____
Town Clerk

(SEAL)

APPROVED AS TO FORM

_____
Town Attorney

CONSULTANT

Kimley-Horn and Associates, Inc.

By:_____
Print Name:_____
Title:_____

The ____ day of _____, 2017.

AUTHENTICATE:

_____
Secretary

_____
Print Name

(CORPORATE SEAL)

WITNESSES:

_____

Print Name:_____

_____

Print Name:_____

Exhibit "1"

Project Description

[TO BE INSERTED]

EXHIBIT "2"

Scope of Services

[TO BE INSERTED]

EXHIBIT "3"

Project Schedule

[TO BE INSERTED]

EXHIBIT "4"

Payment Schedule

[TO BE INSERTED]

Client#: 25320 KIMLHORN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/2017

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 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 Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : National Union Fire Ins. Co. 19445 INSURER B : Aspen American Insurance Compan 43460 INSURER C : New Hampshire Ins. Co. 23841 INSURER D : Lloyds of London 085202 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 17-18 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			5268169	04/01/2017	04/01/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X Contractual Liab.						MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			4489663	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CX005FT17	04/01/2017	04/01/2018	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			015893685 (AOS)	04/01/2017	04/01/2018	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
A	(Mandatory in NH)			015893686 (CA)	04/01/2017	04/01/2018	E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab			P070831700	04/01/2017	04/01/2018	Per Claim $2,000,000 Aggregate $2,000,000	

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

Re: Job #04405305x - Continuing Services Agreement; Stefano Viola. The Town of Bay Harbour Islands is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract.

CERTIFICATE HOLDER

Town of Bay Harbour Islands
Risk Manager
9665 Bay Harbour Terrace
Bay Harbour Islands, FL 33154

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

D. H. Collings

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JNOY1

Kimley»Horn

Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 15, 2016 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented." (A copy of the employee lists as presented is enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated:

R Cook

Richard N. Cook, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
(December 15, 2016)

ATLANTIC

NEW YORK
Nejad, Anush A.

NORTHERN VIRGINIA
Carter, Erica V.
Chavers, James T.
Elman, Paul D.
Lefton, Steven E.
Martin, Robert J.
Murphy, Terence T.
Sauro, Thomas J.
Whyte, Richard D.
Yarnal, Brian D.

RICHMOND
Brewer, Brian J.
Lickliter, Ashley C.
White, Timothy E.

VIRGINIA BEACH
Chambers, Jon S.
Mackey, William F.
Marscheider, Edward A.
Nash, William A.
Royal, Jack R.
Tewksbury, Carl F.

CALIFORNIA

LOS ANGELES DT
Blume, Robert D.
Kerry, Nicole M.
Phaneuf, Alyssa S.

LOS ANGELES SFV
Fares, Jean B.

OAKLAND
Dankberg, Adam J.
Durrenberger, Randal R.

ORANGE
Adrian, Darren J.
Ciandella, Serine A.
Fares, George B.
Hourigan, E. Vincent
Matson, Jason B.
Melvin, M. Pearse
Phillips, Chad E.

PLEASANTON
Mowery, Michael C.
Sowers, Brian E.

SACRAMENTO
Coppin, Thomas G.
Melvin, Enda
Squires, Christopher A.
Weir, Matthew D.

SAN DIEGO
Barlow, Matthew T.
Harry, Jennifer L.
Kaltsas, Joseph D.
Knapton, Michael J.
Landaal, Dennis J.
Meyerhofer, Peter N
Podegracz, Anthony J.
Ross, Michael S.

SAN JOSE
Hedayat, Leyla
Venter Frederik J.

FLORIDA

BOCA-DELRAY
Schwartz, Michael F.
Webber, Jason A.

FORT LAUDERDALE
Alam, Mudassar M.
Capelli, Jill A.
Kyle, Gregory S.
Ratay, Gary R.
Saxena, K.K.

JACKSONVILLE
Mecca, Joseph P.
Roland, George E.

LAKELAND
Bulloch, Kelly B.
Wilson, Mark E.

MIAMI
Baldo, Burt L.
Buchler, Aaron E.
Collier, Julio A.
Fernandez, Jorge L.

OCALA
Bryant, M. Lewis
Busche, Richard V.

ORLANDO
Chau, Hao T.
Jackson, Jay R.
Martin, Jonathan A.
Mingonet, Milton S.
Thigpen, Jonathan D.

SARASOTA
Nadeau, Gary J.
Schmid, Seth E.
Stovall, Thomas M.

TALLAHASSEE
Barr, Richard R.
Sewell, Jon S.

TAMPA
Campbell, David C.
Gilner, Scott W.
White, Wayne E.

VERO BEACH
Cave, Derrick B.
Good, Brian A.
Peed, Brooks H.
Roberson, Kevin M.

WEST PALM BEACH
Atz, John C.
Barnes, R. Russell
Cherry, Paul L.
Jackson, Kenneth W.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Sumislaski, James M.
Walthall, David W.

MID-WEST

CHICAGO DOWNTOWN
Dvorak, Jr., William E.
Morton, Jr., Arthur J.

CHICAGO SUBURBAN
Antony, Dean M.
Heinen, Andrew N.

TWIN CITIES
Bishop, Mark C.
Coyle, Daniel J.
Danielson, Paul B.
Horn, Jon B.
Leverett, Christopher C.
Matzek, William D.
Smalkoski, Brian R.

MOUNTAIN

DENVER
Colvin, Scott W.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin

LAS VEGAS
Ackeret, Kenneth W.
Colety, Michael D.

MESA
Margetts, Sterling T.
Marin, Laura S.
Walnum, Nathan C.

PHOENIX
Conrad, John R.
Hermann, Michael J.
Kissinger, John C.
Leistiko, David J.
Mutti, Brent H.
Noon, Lisa K.
Omais, Ahmad A.
Perillo, Adam C.
Pretorius, Petrus S.
Purtle, Vicki L.
Schiller, Michael G.

TUCSON
Crowther, Brent C.

SOUTHEAST

ALPHARETTA
Fanney, Lawson H.
Hamilton, James R.

ATLANTA
Rushing, Michael L.
Walker, John D.
Wilson, Deborah L.

ATLANTA MIDTOWN
Fink, Kenneth L.
Meador, Emily H.
Montanye, Emmeline F.
Ross, Robert A.
Stricklin, David L.
Webb, Floyd C.

CHARLOTTE
Blakley, Jr., Stephen W.
Edwards, Matthew A.
Hume, Robert M.
Wilhelm, William R.

MEMPHIS
Collins, James F.
Danley, Drake E.

NASHVILLE
Dufour, Zachary J.
Rhodes, Christopher D.

RALEIGH
Adams, Richard C.
Barber, Barry L.
Burchett, Thomas F.
Byrd, Michael N.
Cook, Richard N.
Deans, Neil T.
Dunzo, Mark W.
Flanagan, Tammy L.
McEntee, David L.
Nuckols, Charles A.
Penny, H. Dean
Rohrbaugh, Richard R.
Venters, Samantha
Voisin, William J.
Wilson, Jon E.
Wilson, Mark S.

TEXAS

AUSTIN
Boecker, Brian C.
Van Leeuwen, Andrew

DALLAS
Hall, James R.
Henigsman, Dean A.
Hoppers, Kevin P.
Nathan, Aaron W.
Smith, Eric Z.
Swindler, Roderick P.
Wilshire, Roy L.

FORT WORTH
Arnold, Scott R.
Gary, Glenn A.
James, Jeffery

FRISCO
Brignon, Brit A.
McCracken, Paul D.

HOUSTON
Frysinger, Chris V.
Guillory, Michael B.

LAS COLINAS
Tribble, Guy B.

Kimley-Horn and Associates, Inc.
STANDARD CONTRACT SIGNING AUTHORITY
December 15, 2016
These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

ATLANTIC

BALTIMORE
Falk, Katherine W.
Kraft, Jonathan H.

NEW YORK
Gibson, Adam T.
Van Hise, Kevin

NORTHERN VIRGINIA
Giffin, Geoffrey D.
Harris, Michael J.
Kauppila, John L.
Papazian, Edward Y.
Stevens, Ross S.

RICHMOND
Ellington, David B.
Harmon, Amanda R.
Musarra, Salvatore J.

VIRGINIA BEACH
Brich, Stephen C.
Collins, Carroll E.
France, William D.
Jucksch, Rebecca R.
Mertig, Karl E.
Miller, Edward W.

CALIFORNIA

LOS ANGELES DT
Chakravarthy, Srikanth
Choi, Michael

LOS ANGELES SFV
Wakenhut, Jonathan R.

OAKLAND
Akwabi, Kwasi
Dean, Felicia C.

ORANGE
Holst, Tyler J.
Melchor, Jason J.
Regueiro, Eric

PLEASANTON
Pulliam, John E.
Tsoi, Kevin K.

SACRAMENTO
Klein, Paul A.
Pittalwala, Fareed S.

SAN DIEGO
Duenas, Ross P.
Espelet, Leonardo E.
McCormick, Matthew
Sorenson, David K.
Washkowiak, Michael S.

SAN JOSE
Worthington-Forbes, Laura

FLORIDA

BOCA-DELRAY
Spruce, Michael D.

FORT LAUDERDALE
Falce, Christopher T.
McWilliams, John J.
Robertson, Stewart E.

FORT MYERS
Van Buskirk, Peter T.

JACKSONVILLE
Brenny, Martin T.
Schilling, William J.

LAKELAND
Lewis, Jason A.

ORLANDO
Burkett, Leon F.
Tate, Jr., S. Clif

SARASOTA
Waddill, William D.

SARASOTA
Conerly, William E.

TALLAHASSEE
Wetherell, Ryan S.

TAMPA
Hatton, Christopher C.
Lee, Nathan Q.

VERO BEACH
Husainy, Kinan F.
Kiefer, Michael E.
Van Rens, Peter J.

WEST PALM BEACH
Fairchild, Angelina
Heggen, Christopher W
Potts, John E.

MIDWEST

CHICAGO DOWNTOWN
Lemmon, Peter
Marnell, Colleen L.

CHICAGO SUBURBAN
Muller, Justin M.
Rahman, M. Anees
Sjogren, Timothy

INDIANAPOLIS
Butz, Jr., William A.

TWIN CITIES
Henderson, Benjamin J.
Lincoln, Thomas J.
Pertzsch, Jerry D.
Sieh, Patricia D.
Witzig, Jeanne M.

MOUNTAIN

DENVER
Steder, Matthew C.
Turner, Meaghan M.
Valentine, Brian W.

LAS VEGAS
Belsick, Jody
Moles, Richard A.

MESA
Grandy, Michael L.

PHOENIX
Burgess, Lisa M.
Burns, Leslie D.
Delmarter, Michael L.
Haney, Stephen E.

RENO
O'Brien, Molly M.

SALT LAKE CITY
Johnson, Zachary A.

TUCSON
Solis, Richard P.

SOUTHEAST

ALPHARETTA
Fanney, Angela L.
West, Brian B.

ATLANTA
Newton, Gary T.

ATLANTA MIDTOWN
Johnston, Sean P.
Nix, Christopher J.
Strychalski, Raymond P.

CHARLOTTE
Hampton, Eric C.
Taylor, Benjamin S.
Watts, Austin L.

COLUMBIA
Guy, Jonathan R.
Iser, Christopher M.

DURHAM DOWNTOWN
Beck, Chadwick W.
Lewellyn, Earl R.

MEMPHIS
Monroe, Kenneth W.

NASHVILLE
Coode, David A.
McMaster, Ryan

RALEIGH
Bostic, Christopher O.
Cochran, Adam P.
Hachem, Stephanie L.
Howell, Cory J.
Moore, Jeffrey W.
Reed, Elizabeth A.
Robinson, Larry D.
Sutter, Karl V.

TEXAS

AUSTIN
Parker, Brian J.

BRYAN/COLLEGE STATION
Harris, Joseph C.

DALLAS
Galloway, Steven D.
Gaskey, Kevin S.
Harris, Mark E.
Hart, Patrick B
Kacir, Kent C.
Lucas, Matthew A.
Underwood, Sarah M.
Williamson, Sarah T.

FORT WORTH
Morales, Hugo

FRISCO
Dickey, Kyle A.
Millner, Daniel C.
Safford, Ryan C.

HOUSTON
Frysinger, Ashley M.
Kirkland, Mark R.

LAS COLINAS
Delmotte, Ryan M.

MCKINNEY
Riccardi, Joseph C.

SAN ANTONIO
Cox, B. Matthew
Holscher, Nicholas F.

THE WOODLANDS
Freeman, Jr., Steven C.

Kimley»Horn

Date: October 19, 2017 305

Project Name: **Continuing Services Agreement – Professional Engineering Services**

To: **Attn: Marlene M Siegel, Town Clerk**
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
305.866.6241

We are sending these by

☐ U.S. Mail ☒ FedEx ☐ Hand Delivery
☐ Other Courier

We are sending you

☒ Attached ☐ Under separate cover via _____ *the following items:*

☐ Shop drawings ☐ Prints/Plans ☐ Samples ☐ Specifications ☐ Change Orders

☐ Other

Copies	*Date*	*No.*	*Description*
2	10/192017	1	Professional Services Agreement
1	10/19/2017	2	Certificate of Insurance
1	10/19/2017	3	Certificate of Signing Authority

These are transmitted as checked below:

☒ For your use ☐ Approved as submitted ☐ Resubmit ☐ Copies for approval
☐ As requested ☐ Approved as noted ☐ Submit ☐ Copies for distribution
☐ For review and comment ☐ Returned for corrections ☐ Return ☐ Corrected prints

Remark:

Copy to:

Signed: Shanda S Layne, Office Administrator

O:\Shanda\0000 FTL MASTER CONTRACTS\Bay Harbor Islands\General Services 2017\clerk _ bay harbor trans 10 19 17.docx

Align top of FedEx Express® shipping label here.

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ORIGIN ID:ZFTA (954) 535-5102
JOAN ECKERSLEY
KIMLEY-HORN AND ASSOCIATES
SUITE 450
600 NORTH PINE ISLAND ROAD
PLANTATION, FL 33324
UNITED STATES US

SHIP DATE: 19OCT17
ACTWGT: 0.50 LB
CAD: 106509318/INET3920

BILL SENDER

TO MARLENE M SIEGEL TOWN CLERK
TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE

BAY FL 33154
(305) 866-6241 REF: *NA
INV: CERTIFCATES OF INS/SIGN AUTHOR
PO: PROF SERV AGREEMENT DEPT: 305

549J4/94FC/104C

FedEx Express

J172117081301uv

FRI - 20 OCT 10:30A
PRIORITY OVERNIGHT

TRK# 0201 7705 4237 2952

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33154
FL-US FLL

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ITEM 9

TOWN OF BAY HARBOR ISLANDS
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, MAcc, Town Manager
FROM:	Sam Zamacona E.I, Capital Improvement Program Director
CC:	Gerald "Tony" Bryan, CPA, CPFO, Finance Director Evelyn Hebello, MMC, Town Clerk
DATE:	March 12, 2026
SUBJECT:	Change Order to PO # 05884 (BHI 223 Block 11 Alleyway Construction) to Sewer Force Main Replacement in favor of Chen Moore and Associates

RECOMMENDATION

Approve an increase to Chen Moore and Associates (CMA) PO #05884, in the amount of $80,980 to increase the project scope by adding the design of Sewer Force Main to the original scope that only allowed the design of Block 11 Alleyway.

BACKGROUND / ANALYSIS

Purchase Order (PO) # 05884 is associated with Project # BHI 223 which was issued to perform civil engineering designs for the relocation of the Block 11 Alleyway and 6" water main that is in the alleyway. The Block 11 Alleyway is currently on privately owned property and as a result will be relocated to property owned by the Town of Bay Harbor Islands

The existing sewer force main crosses the town hall property and must be removed and redesigned within the boundaries of the relocated alleyway. The relocation of the alleyway and the relocation of the sewer force main ought to have been established as a single project as there is duplication of effort if they are done separately.

As a result of the inextricable link between the alleyway construction and the water mains, CMA was requested to provide a cost estimate to design the sewer force main within the relocated alleyway and their proposal is attached, in the amount of $80,980.00.

It is my professional opinion; there is engineering and economic value in combining these two projects and awarding it to CMA.

I am requesting that the Scope of Services of $80,980.00 for design, permitting, bid award support and limited construction support services be approved.

FINANCIAL ANALYSIS

GL Line-Item Number: 402.5350.400063.000

PO 05884 Total: $100,393.29

PO Outstanding Amount: $50,083.29

Total Amount Requested: $80,980.00

ATTACHMENTS

Staff Memo

Proposal from CMA

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A CHANGE ORDER TO PURCHASE ORDER NO. 05884 (BHI 223 BLOCK 11 ALLEYWAY CONSTRUCTION) IN AN AMOUNT NOT TO EXCEED $80,980 FOR SEWER FORCE MAIN REPLACEMENT SERVICES IN FAVOR OF CHEN MOORE AND ASSOCIATES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CHANGE ORDER AND ANY RELATED DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands ("Town") previously issued Purchase Order No. 05884 for the BHI 223 Block 11 Alleyway Construction Project; and

WHEREAS, during the course of the project it was determined that additional work is required to replace the existing sewer force main infrastructure to ensure proper operation and reliability of the Town's wastewater system; and

WHEREAS, Chen Moore and Associates, the Town's engineering consultant, has recommended the sewer force main replacement as necessary to address existing infrastructure conditions and support the completion of the project; and

WHEREAS, the proposed change order in an amount not to exceed Eighty Thousand Nine Hundred Eighty Dollars ($80,980) will allow the Town to complete the additional work necessary to ensure the proper functioning of the sewer infrastructure associated with the project

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

Section1 Approval of Change Order. The Town Council hereby approves a Change Order to Purchase Order No. 05884 (BHI 223 Block 11 Alleyway Construction) in an amount not to exceed Eighty Thousand Nine Hundred Eighty Dollars ($80,980) for Sewer Force Main Replacement services in favor of Chen Moore and Associates.

Section 2 Authorization of Town Manager. The Town Manager is hereby authorized to execute Amendment Number 2 and any related documents necessary to implement the intent of this Resolution, subject to approval as to form by the Town Attorney.

Section 3 Implementation. The Town Manager and Town staff are authorized to take any actions necessary to implement the provisions of this Resolution.

Section 4 Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution.

Section 5 Conflicts. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 6 Effective Date. This Resolution shall take effect upon its passage and adoption

PASSED and ADOPTED this 12th day of March, 2026.

Motion By: _____

Second By: _____

FINAL ADOPTION VOTE:

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:

_____
MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: Tania Cruz-Gimenez, Esq.

3150 SW 38th Avenue, Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500

chen moore and associates

January 16, 2026

SENT VIA E-MAIL (szamacona@bayharborislands-fl.gov)

Mr. Sam Zamacona, E.I.
Capital Improvement Program Director
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Subject: Town of Bay Harbor Islands – NE 96th Street Alley Conversion - Civil Engineering
CMA Proposal No. 22-0326.00007AS04

Dear Mr. Zamacona:

Chen Moore and Associates (CMA) are pleased to submit the attached Agreement for Professional Services and Scope of Services to provide additional civil engineering services for the above-referenced project at NE 96th Street within the Town of Bay Harbor Islands, Florida.

PROJECT INTRODUCTION

As we understand it, the Town of Bay Harbor Islands has asked CMA to provide a scope/fee proposal for the design, permitting and construction of a new sanitary sewer force main along the NE 96th Street Alley way reclamation project. This force main is meant to provide a new discharge route for the pressurized sanitary sewer flows that are to originate from the relocated pump station (to be designed under separate project) on the south side of the 96th Street reclaimed alley. Currently, the existing pump station discharges via a 12" FM north through the Town Hall property to 97th Street, then turns south at E Bay Harbor Drive. The proposed force main shall be approximately 450 LF in length and shall connect the new pump station to the existing 16" force main within E Bay Harbor Drive. 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
Project Manager/Senior Engineer – Sathvika Ramaji, P.E.
Principal Engineer – Gregory Mendez, P.E.
Engineer – Arnaldo Roman, E.I.
Senior CAD Technician – Andres Aristizabal
Senior Construction Specialist – Jose McCray

3150 SW 38th Avenue, Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500

chen moore and associates

SCOPE OF SERVICES

The scope of services that our firm shall provide as per recent communications, is as follows:

Task 1 – Amend Construction Documents to add Force Main

- Consultant shall examine and verify all existing site conditions as to their accuracy as depicted on the last boundary survey.

Preliminary Engineering (50%)

- Preparation of civil engineering preliminary design including force main layout, to be closely coordinated with the design of the proposed pump station relocation and the Town of Bay Harbor Islands staff.
- Preparation of preliminary force main profile drawings as required.
- Preparation of preliminary Engineer's Opinion of Probable Cost (EOPC)
- Consultant shall engage coordinate closely with the client to ensure project criteria is met.
- Attendance at up to one meeting with the Client.

100% Construction Documents

- Attendance at up to one meeting with the Client.
- Pre-submittal meetings with related permitting agencies as necessary
- Finalize civil engineering design, incorporating any comments from the 50% review, including force main layout, force main details, and trench restoration extents/details.
- Preparation of final force main profile drawings, as required.
- Complete conflict data table with available information, if applicable.
- Final Opinion of Probable Cost for this stage of the design.
- Consultant shall include all general notes, recommending any minimum requirements

Task 2 – Force Main 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 – Regulatory Environmental Resource (RER) - (if necessary)
  - Miami-Dade County Water & Sewer Department
  - Florida Department of Environmental Protection (FDEP)
  - Town of Bay Harbor Islands Public Works Department
- Consultant shall revise plans and coordinate permit resubmittals.

*note: Hydraulic/force main sizing calculations shall be undertaken under the pump station design project.

Task 3 – Bid & Award Support Services – Consultant shall perform the following:

- Attendance at a pre-bid meeting (per primary project scope of work)
- Prepare responses to questions from bidders related to the proposed force main design for the scope of work in this proposal.
- Review bids to assist in selecting a qualified contractor (with respect to force main installation experience).

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Task 4 – Limited Construction Administration Support Services – Consultant shall perform the following:

- 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 site visits as required for force main certification (quantity of visits to be determined by CMA). It is understood that force main final certification cannot be obtained until after a successful pump station startup (not a part of this project).
- Consultant shall review the signed and sealed as-built drawings for the constructed force main (to be provided by the contractor).
- Consultant shall coordinate the certification/close out packages for the following agencies:
    - Miami-Dade County – Regulatory Environmental Resource (RER) - (if necessary)
    - Miami-Dade County Water & Sewer Department
    - Florida Department of Environmental Protection (FDEP)
    - Town of Bay Harbor Islands Public Works Department

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.
- All project management and communications shall be undertaken by the prime consultant, CMA.
- This scope of services DOES NOT include any irrigation design whatsoever.
- Off-site improvements including turn lanes, median improvements, sewer main extensions or replacements, or other utility improvements of any kind beyond the project limits shall be deemed as an Additional Service item and is specifically not included in this proposal.
- No environmental exploration, engineering or permitting of any kind is included in this proposal.
- This proposal does not include any hydraulic modeling and assumes CMA shall design the force main based on calculations to be prepared during the design of the new pump station (separate project).
- CMA does not anticipate the requirement for any traffic analysis on this project. Should one become a permitting requirement, CMA shall provide a separate proposal for this work.
- This proposal excludes structural engineering of any kind.
- Specifications are specifically excluded from this proposal.
- Construction staging plans and maintenance of traffic plans are not included in this scope.
- The final (bid set) 96th St Alleyway plans shall incorporate the final force main design, such that the roadway plans include all of the proposed water, force main, drainage and roadway improvements in one plan set, once all permits have been secured.

INFORMATION TO BE PROVIDED BY CLIENT

Information to be provided by City includes the following:

3150 SW 38th Avenue, Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500

- 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.
- Any/all permit fees.
- An official Notice to proceed (NTP) or work order from the Town of Bay Harbor Islands.

SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval and shall provide the aforementioned services in accordance with RFQ 5-1005-23-2023/FVR 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	Amend Construction Documents to add Force Main Relocation	$34,770.00	$34,770.00
2	Force Main Permitting and Approvals	$20,600.00	$20,600.00
3	Bid & Award Support Services	$8,590.00	$8,590.00
4	Limited Construction Administration Support Services	$17,020.00	$17,020.00
	TOTAL	**$80,980.00**	**$80,980.00**

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

3150 SW 38th Avenue, Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500

chen moore and associates

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **NE 96th Street Alley Conversion – Additional Services 04**
Client Name: **Town of Bay Harbor Islands**
Client Contact: **Mr. Sam Zamacona, Capital Improvement Program Director**
Client Address: **1030 95th Street, Bay Harbor Islands FL 33154**
Client Phone/Mobile: **+1 (305) 866-6241 ; M (786) 239-9214**
Client E-mail: szamacona@bayharborislands-fl.gov

CMA Project No. **22-0326.00007AS04**
Agreement Date: **January 16, 2026**

FEE: Lump Sum of **$80,980.00**

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

_____
Print Name/Title

_____
Date

TOWN OF BAY HARBOR ISLANDS (CLIENT)

_____
Authorized Signature

_____
Print Name/Title

_____
Date

NE 96th Street Alley Conversion - Proposal Breakdown for Engineering Services Labor Expenses - Chen Moore and Associates - AS04

Position	Name & (Company)		Hourly Rate	Task 1 - Amend Construction Documents to Add FM Relocation		Task 2 - Force Main Permitting and Approvals		Task 3 - Bid & Award Support Services		Task4 - Limited Construction Administration Support Services				Total Labor (Sum 2-5)	Multiplied Costs (1 X 6)
			$	Hrs	$	Hrs	$	Hrs	$	Hrs	$			Hours	$
Civil Engineering			[1]	[2]		[3]		[4]		[5]				[6]	[7]
Principal Engineer	Gregory Mendez PE (CMA)		$ 240.00	32	$7,680.00	32	$7,680.00	12	$2,880.00	24	$5,760.00			100.00	$24,000.00
Project Manager/Senior Engineer	Sathvika Ramaji, PE (CMA)		$ 215.00	10.00	$ 2,150.00	4.00	$ 860.00	2.00	$ 430.00	4.00	$ 860.00			20.00	$4,300.00
Staff Engineer	Arnaldo Roman, EI (CMA)		$ 120.00	96.00	$ 11,520.00	48.00	$ 5,760.00	16.00	$ 1,920.00	12.00	$ 1,440.00			172.00	$20,640.00
Senior Designer	Andres Aristazabal (CMA)		$ 150.00	80.00	$ 12,000.00	40.00	$ 6,000.00		$ -		$ -			120.00	$18,000.00
Clerical	Nancy Gonzalez (CMA)		$ 75.00	4.00	$ 300.00	4.00	$ 300.00		$ -		$ -			8.00	$600.00
Sr. Construction Specialist	Jose McCray, Sr. (CMA)		$ 140.00	8.00	$ 1,120.00		$ -	24.00	$ 3,360.00	64.00	$ 8,960.00			96.00	$13,440.00
			Sub-totals	230.00	$ 34,770.00	128.00	$ 20,600.00	54.00	$ 8,590.00	80.00	$ 17,020.00			516.00	$80,980.00

Summary of Direct Expenses

Units	No. of	$/Unit	Total
Mileage			$ -
Total Labor and Direct Expenses =	$80,980.00		**$ 80,980.00**

Notes 1.- For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.

Summary of Reimbursable Expenses

Units	No. of	$/Unit	Total
Applicable Expenses			
Permits			$ -
Copies			$ -
		Reimbursable Expense	

Notes 2.- For invoices where Permit Fees are billed, receipts must be submitted.

Proposal Summary

Company	Discipline			Total
Chen Moore and Associates	Civil	Sub	CMA	$80,980.00
REIMBURSABLE EXPENSES ALLOWANCE				$ -

Total of Labor, Direct Expenses, and Reimbursable Expenses $80,980.00

ITEM 10

TOWN OF BAY HARBOR ISLANDS
FINANCE DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, MAcc, Town Manager
CC:	Gerald "Tony" Bryan, CPA, CPFO, Finance Director Evelyn Hebello, MMC, Town Clerk
FROM:	Sam Zamacona E.I, Capital Improvement Program Director
DATE:	March 12, 2026
SUBJECT:	Approval of Proposal for CIP Dashboard Data Population and Resident Portal

RECOMMENDATION

Authorize the Town Manager to direct The Engineering Company, LLC (TEC) to perform CIP Dashboard Data Population and Resident Portal services as outlined in the attached Proposal.

BACKGROUND / ANALYSIS

The Town's Capital Improvement Program (CIP) encompasses a portfolio of infrastructure projects aimed at maintaining and enhancing public facilities, utilities, and amenities for residents and businesses. Effective management of the CIP requires accurate, up-to-date project data, including budgets, schedules, funding sources, and status updates, to support informed decision-making by Town staff and Council. Additionally, providing transparent access to this information for residents promotes community engagement and accountability.

The Town previously authorized development of a 30-year Capital Improvement Program (CIP) list and initial configuration of an Esri-based CIP dashboard. The attached proposal

from TEC, dated February 10, 2026, provides services to support detailed data population and public-facing access to the CIP dashboard.

Under this scope, TEC will:

- Meet with Town contractors and consulting engineers (vendors) to gather detailed CIP project information, including budgets, annual expenditures, funding sources, schedules, milestones, and other relevant data.
- Populate and update the existing Esri-based CIP dashboard using five standardized project phase types: Planning, Design Procurement, Design, Construction Procurement, and Construction.
- Configure a resident-facing public CIP portal suitable for embedding or linking from the Town's website, including branding, simplified project information, and appropriate public access settings.

The scope includes kickoff and project management, vendor engagement and data collection, dashboard data standardization and loading, and development of a streamlined public-facing web application. Implementation is anticipated approximately 90 calendar days from authorization.

This project will enhance internal tracking and standardize the Town's approximately 80 CIP projects while improving transparency by providing residents with a clear, accessible overview of project status, phase, general schedule window, and approximate budget range.

FINANCIAL ANALYSIS

The total not-to-exceed cost for these services is $49,880, to be provided on a time-and-materials basis under a contractual services agreement.

The fee breakdown allocates labor across project management, engineering, and administrative support for the four tasks (Kickoff & QA/QC; Vendor Engagement & Data Collection; Dashboard Data Population; and Resident-Facing Portal & Website Support), totaling $49,880.

This project was not budgeted. Elsewhere on tonight's agenda we have an item to appropriate funding for this project.

ATTACHMENTS

EX 1 Proposal – CIP Dashboard Data Population and Resident Portal dated February 10, 2026

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A PROPOSAL FOR CAPITAL IMPROVEMENT PROGRAM (CIP) DASHBOARD DATA POPULATION AND A RESIDENT PORTAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY RELATED AGREEMENTS OR DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands ("Town") continually seeks to improve transparency, accessibility of public information, and efficient management of capital improvement projects; and

WHEREAS, the development of a Capital Improvement Program (CIP) Dashboard and Resident Portal will provide improved tracking, reporting, and public access to information regarding Town infrastructure projects; and

WHEREAS, the proposed system will assist Town staff in organizing project data and provide residents with an accessible platform to monitor the progress of capital improvement initiatives; and

WHEREAS, the Town Council finds that approving the proposal for CIP Dashboard data population and the development of a resident portal will enhance public engagement and improve the Town's management of capital improvement projects.

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

Section1 Approval of Proposal. The Town Council hereby approves the proposal for Capital Improvement Program (CIP) Dashboard Data Population and the development of a Resident Portal.

Section 2 Authorization of Town Manager. The Town Manager is hereby authorized to execute Amendment Number 2 and any related documents necessary to implement the intent of this Resolution, subject to approval as to form by the Town Attorney.

Section 3 Implementation. The Town Manager and Town staff are authorized to take any actions necessary to implement the provisions of this Resolution.

Section 4 Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution.

Section 5 Conflicts. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 6 Effective Date. This Resolution shall take effect upon its passage and adoption

PASSED and ADOPTED this 12th day of March, 2026.

Motion By: _____

Second By: _____

FINAL ADOPTION VOTE:

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:

_____
MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: Tania Cruz-Gimenez, Esq.

THE ENGINEERING COMPANY

February 10, 2026
Samuel Zamacona, EI
Director of Capital Improvement Program
Town of Bay Harbor Islands, Florida

Re: Proposal – CIP Dashboard Data Population and Resident Portal

Dear Mr. Zamacona,

The Engineering Company, LLC (TEC) proposes to: (1) meet with the Town's contractors and consulting engineers (vendors) to gather detailed CIP project information, (2) populate and update the existing Esri-based CIP dashboard with project-level data for the Town's CIP portfolio using five standardized project phase types, and (3) configure a resident-facing public portal and website link for the CIP dashboard.

Services will be provided as contractual services (time-and-effort support for data collection, dashboard configuration, and public portal configuration) under a contract agreement between the Town of Bay Harbor Islands and The Engineering Company, LLC.

Thank you for the opportunity to support the Town's CIP program.

Sincerely,

OMAR HERRERA, PE

PRINCIPAL

THE ENGINEERING COMPANY, LLC

THE ENGINEERING COMPANY, LLC
2875 NE 191st Street, Suite 602, Aventura, FL 33180
info@theengineeringco.com

THE ENGINEERING COMPANY

1) Introduction & Objectives

Under this scope, TEC will:

1. Meet with City contractors and consulting engineers (vendors) to gather CIP project information, including budgets, annual expenditures, funding sources, schedules, and other relevant data.
2. Populate and update the existing Esri-based CIP dashboard, using a simplified approach based on five standardized project phase types:
    - Planning
    - Design Procurement
    - Design
    - Construction Procurement
    - Construction
3. Develop a resident-facing public CIP portal suitable for embedding or linking from the Town's website, providing a clear, simplified view of key project information for residents.

These services are separate from and in addition to the planning, 30-year CIP list development, and initial dashboard configuration previously authorized by the Town.

2) Scope of Work

Task 1 — Kickoff, Project Management & QA/QC

Description: Provide overall coordination, schedule management, and simple quality checks for this follow-on effort.

Activities:

- Kickoff meeting specific to this new scope (confirm goals, project list, vendor list, and priorities).
- Establish communications cadence with Town staff (e.g., periodic coordination calls, email touchpoints).
- Maintain action, risk, and issue logs related to data collection, dashboard changes, and public portal configuration.
- Coordinate internal QA/QC on data entries and public-facing dashboard updates.

Deliverables:

- Kickoff notes
- Action/decision and risk/issue logs
- Brief periodic status notes (email or 1-page summary)

Task 2 — Vendor Engagement & Data Collection (Up to 10 Meetings)

Description: Meet with City contractors and consulting engineering firms (vendors) to gather CIP project data and clarify missing information.

Activities:

- Coordinate and conduct up to 10 meetings (virtual or in person) with vendors and City engineering staff to gather data for the Town's CIP projects.
- Use a standardized data collection template to capture, where available: project scope, contract information, budgets, annual expenditures, funding sources, schedule, milestones, status, and other requested attributes.
- Prepare brief meeting notes and follow-up actions as needed.
- Track data completeness and flag any gaps or inconsistencies for Town review.

Deliverables:

- Vendor meeting schedule and attendee lists
- Up to 10 sets of meeting notes/summaries
- Updated data collection tracker showing project data status (complete / partial / missing)

Task 3 — CIP Dashboard Data Population Using 5 Phase-Based Project Types

Description: Process, validate, and enter project information into the existing Esri-based CIP dashboard, using a simplified structure based on five standardized project phase types (Planning, Design Procurement, Design, Construction Procurement, Construction), with a focus on core fields.

Activities:

- Review collected project data and Town-provided information for completeness and consistency with the existing CIP data model.
- Standardize all projects to one of five phase-based project types: Planning, Design Procurement, Design, Construction Procurement, or Construction.
- Perform data cleaning and mapping to a defined core set of fields, such as:
    - Project ID, project name, department
    - Project Phase Type (one of the five standardized phases)
    - Location (map feature), general schedule window, and approximate total budget range (where available)
    - High-level status indicator (e.g., Planned / In Design / Under Construction / Complete)
- Use spreadsheet-based extract-transform-load (ETL) workflows and/or direct feature editing to populate the dashboard's feature layers and tables with these core attributes.
- Ensure that projects appear correctly in the staff-facing dashboard views (map and core tabular views).
- Note where project data is incomplete (e.g., projects not yet assigned to a design or construction vendor) and flag those records accordingly.

- More detailed attributes (e.g., line-item cost breakdowns, detailed risk registers, multiple funding splits, or extensive attachment management) are excluded from this task and can be added under a separate authorization if desired.

Deliverables:

- Updated project data tables and/or feature layers reflecting the Town's CIP portfolio using the five phase-based project types and core attribute set
- Updated staff-facing dashboard views with standardized phase categories and core information
- Brief data load summary (e.g., number of projects updated, fields populated, outstanding gaps)

Task 4 — Resident-Facing Public Portal & Website Integration Support

Description: Configure a streamlined resident-facing CIP portal and provide basic technical support for integrating the public dashboard into the Town's website.

Activities:

- Configure a single public-facing dashboard or web app with a simplified layout focused on:
    - Project name and brief description
    - Department
    - Phase (one of the five standardized phase types)
    - General schedule window (e.g., "Planned," "In Design," "Under Construction")
    - Approximate total budget range (where available)
    - Map location
- Apply Town branding (logo and basic color palette) and adjust layout for usability on desktop and mobile.
- Configure appropriate sharing and security for public access while protecting internal-only fields or layers.
- Provide embed code and/or URL for use by Town IT/web staff on the Town website.
- Support one round of coordination with Town IT/web staff to assist with placement and basic integration.

Deliverables:

- Public/resident-facing CIP web app or dashboard URL
- Recommended public field/label set (simple configuration notes)
- Embed code or URL configuration notes for Town website integration

3) Fee Breakdown (T&M, Not-to-Exceed = $49,880)

Services will be provided as contractual services (time-and-effort support for data collection, dashboard configuration, and public portal configuration) under a contract agreement between the Town of Bay Harbor Islands and The Engineering Company, LLC.

Rates used in estimate:

- Lead Engineer: $250/hr
- Project Manager: $160/hr
- Project Engineer: $140/hr
- Project Administrator: $130/hr

Task	Description	PM (hrs)	Lead Eng (hrs)	Proj Eng (hrs)	Admin (hrs)	Subtotal
1	Kickoff, Project Mgmt & QA/QC	30	8	–	10	$8,100
2	Vendor Engagement & Data Collection	14	–	28	10	$7,460
3	Dashboard Data Population (5 phase types)	10	10	109	16	$21,440
4	Resident-Facing Portal & Website Support	10	12	48	12	$12,880
	Totals	**64**	**30**	**185**	**48**	**$49,880**

4) Staffing & Full Hourly Billing Rates (available for any additional services)

- Principal / Lead Engineer — $250/hr
- Senior Engineer — $180/hr
- Senior Project Manager — $180/hr
- Project Manager — $160/hr
- Project Engineer — $140/hr
- Construction Engineer / Field Engineer — $140/hr
- CAD Drafter / Designer — $130/hr
- Project Administrator — $130/hr

5) Assumptions

1. Data & Access: The Town will provide a current list of CIP projects, vendor contacts, and any existing project documentation (spreadsheets, reports, etc.) needed to support data collection.
2. Number of Projects: The scope assumes approximately 80 CIP projects to be processed and entered into the dashboard using the five standardized phase-based project types and a focused core attribute set. Significant increases may require additional authorization.
3. Vendor Meetings: Up to 10 vendor meetings are included. Additional meetings, if requested, will be billed on a time-and-materials basis at the rates in Section 4.
4. Data Availability: Some project data may not be available (e.g., projects not yet assigned to a design or construction vendor). TEC will flag such projects as having incomplete data; responsibility for generating new data or making policy decisions based on those gaps rests with the Town.

5. Existing Dashboard & Platform: The existing Esri-based CIP dashboard and ArcGIS Online/Portal environment, as currently configured, will be available for further configuration and data loading.
6. ArcGIS Licensing & Hosting: The Town is responsible for all ArcGIS licensing, credits, and hosting costs and will furnish required named-user accounts/roles for Town staff and TEC contributors.
7. Integrations: Updates will be performed using spreadsheet-based ETL workflows and/or direct edits. New production automations/integrations with systems such as Cityworks, e-Builder, or Primavera are not included in this proposal and can be provided at the Client's request in a future proposal.
8. Contractual Services Agreement: This Agreement is for contractual services (time-and-effort support for data collection, dashboard configuration, and resident portal configuration) and does not include professional architectural, engineering, landscape architectural, or surveying and mapping services as defined in Section 287.055, Florida Statutes.
9. Change Control: New data fields, additional dashboards/views, or extra meeting rounds will require prior written authorization and may adjust the budget and schedule.

6) Exclusions

- Ongoing monthly maintenance and updates beyond the initial implementation described in Tasks 1–4 (such services can be provided under a separate, future proposal if desired).
- Design or redesign of the Town's website beyond providing embed codes/URLs and basic integration support.
- Development of advanced custom code or non-Esri user interface components.
- Master plan consolidations and long-range CIP planning (performed under prior or future separate efforts).
- New system integrations, or production automations with external systems (Cityworks, e-Builder, Primavera, etc.).
- Final design/PS&E, sealed drawings, permitting, surveys/SUE, environmental studies, construction inspection beyond coordination.
- Third-party software license costs; translation beyond English.
- Litigation support or expert testimony.

7) Schedule & Milestones

Implementation (Tasks 1–4) is anticipated to require approximately 90 calendar days from authorization.

Implementation Phase (90 calendar days)

Task	Name	Duration	Window
1	Kickoff, Project Mgmt & QA/QC	90	Day 0–90
2	Vendor Engagement & Data Collection	30	Day 5–35
3	Dashboard Data Population (5 phase types)	60	Day 15–75

Task	Name	Duration	Window
4	Resident-Facing Portal & Website Support	60	Day 25–85

Specific milestone dates can be refined with the Town upon notice to proceed.

8) Invoicing & Payment Terms

- Invoicing: Monthly, itemized by task and labor category, with a brief summary of activities completed.
- Payment Terms: Net 30 calendar days from invoice date.

ITEM 11

TOWN OF BAY HARBOR ISLANDS
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, MAcc, Town Manager
FROM:	Sam Zamacona E.I, Capital Improvement Program Director
CC:	Gerald "Tony" Bryan, CPA, CPFO, Finance Director Evelyn Hebello, MMC, Town Clerk
DATE:	March 12, 2026
SUBJECT:	Change Order to PO # 05884 (BHI 223 Block 11 Alleyway Construction) to Sewer Force Main Replacement in favor of Chen Moore and Associates

RECOMMENDATION

Approve an increase to Chen Moore and Associates (CMA) PO #05884, in the amount of $80,980 to increase the project scope by adding the design of Sewer Force Main to the original scope that only allowed the design of Block 11 Alleyway.

BACKGROUND / ANALYSIS

Purchase Order (PO) # 05884 is associated with Project # BHI 223 which was issued to perform civil engineering designs for the relocation of the Block 11 Alleyway and 6" water main that is in the alleyway. The Block 11 Alleyway is currently on privately owned property and as a result will be relocated to property owned by the Town of Bay Harbor Islands

The existing sewer force main crosses the town hall property and must be removed and redesigned within the boundaries of the relocated alleyway. The relocation of the alleyway and the relocation of the sewer force main ought to have been established as a single project as there is duplication of effort if they are done separately.

As a result of the inextricable link between the alleyway construction and the water mains, CMA was requested to provide a cost estimate to design the sewer force main within the relocated alleyway and their proposal is attached, in the amount of $80,980.00.

It is my professional opinion; there is engineering and economic value in combining these two projects and awarding it to CMA.

I am requesting that the Scope of Services of $80,980.00 for design, permitting, bid award support and limited construction support services be approved.

FINANCIAL ANALYSIS

GL Line-Item Number: 402.5350.400063.000

PO 05884 Total: $100,393.29

PO Outstanding Amount: $50,083.29

Total Amount Requested: $80,980.00

ATTACHMENTS

Staff Memo

Proposal from CMA

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A PROPOSAL IN THE AMOUNT OF $618,745 IN FAVOR OF CHEN MOORE AND ASSOCIATES FOR THE RELOCATION OF THE 96TH STREET MAIN SEWER PUMP STATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY RELATED AGREEMENTS OR DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands ("Town") is responsible for maintaining reliable wastewater infrastructure to support the needs of residents and businesses; and

WHEREAS, the relocation of the 96th Street Main Sewer Pump Station has been identified as necessary to improve system functionality, accommodate infrastructure improvements, and ensure long-term reliability of the Town's sewer system; and

WHEREAS, Chen Moore and Associates, a consulting engineering firm for the Town, has submitted a proposal in the amount of Six Hundred Eighteen Thousand Seven Hundred Forty-Five Dollars ($618,745) to perform engineering and design services associated with the relocation of the pump station; and

WHEREAS, the Town Council finds that approving the proposal will allow the Town to proceed with the engineering work necessary to advance the relocation of the 96th Street Main Sewer Pump Station.

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

Section1 Approval of Proposal. The Town Council hereby approves the proposal in the amount of Six Hundred Eighteen Thousand Seven Hundred Forty-Five Dollars ($618,745) in favor of Chen Moore and Associates for the relocation of the 96th Street Main Sewer Pump Station.

Section 2 Authorization of Town Manager. The Town Manager is hereby authorized to execute Amendment Number 2 and any related documents necessary to implement the intent of this Resolution, subject to approval as to form by the Town Attorney.

Section 3 Implementation. The Town Manager and Town staff are authorized to take any actions necessary to implement the provisions of this Resolution.

Section 4 Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution.

Section 5 Conflicts. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 6 Effective Date. This Resolution shall take effect upon its passage and adoption

PASSED and ADOPTED this 12th day of March, 2026.

Motion By: _____

Second By: _____

FINAL ADOPTION VOTE:

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:

_____
MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: Tania Cruz-Gimenez, Esq.

3150 SW 38th Avenue, Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500

chen moore and associates

January 30, 2026 (revision 01 – 02/04/2026)

SENT VIA E-MAIL (szamacona@bayharborislands-fl.gov)

Mr. Sam Zamacona, E.I.
Capital Improvement Program Director
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Subject: **Town of Bay Harbor Islands – NE 96th St Pump Station Relocation - Civil Engineering**
CMA Proposal No. 26-0326.P0001R1

Dear Mr. Zamacona:

Chen Moore and Associates (CMA) are pleased to submit the attached Agreement for Professional Services and Scope of Services to provide additional civil engineering services for the above-referenced project at NE 96th Street within the Town of Bay Harbor Islands, Florida.

PROJECT INTRODUCTION

As we understand it, the Town wishes to relocate the existing, aged sanitary sewer pump station, located on the Town Hall property, to make way for the future Town Hall structure and associated improvements. The Town of Bay Harbor Islands has asked CMA to provide a scope/fee proposal for the design, permitting and construction of a new sanitary sewer pump station at the Town-owned parcel known as Block 11 along the south side of NE 96th Street, across from the existing pump station location. This parcel is approximately 50' x 50' in size. Proposed improvements shall include:

- New duplex submersible pumps, including lift rails, base plate and appurtenances
- All new internal piping and valves
- New electrical, control communications panels and associated conduits
- New, permanent standby generator with belly fuel tank
- New H-20 rated, anti-slam hatches with fall protection
- New wet well and valve vault structures
- Pressure transducers and float switches
- New 6' perimeter fencing with gate access
- New asphalt pavement within easement area
- Potable water wash down hose bibb

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 – Gregory Mendez, P.E.
Project Manager/Senior Engineer – Sathvika Ramaji, P.E.
Principal Engineer (Structural) – Ben Lehr, P.E.

3150 SW 38th Avenue, Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500

Principal Engineer (Structural) – Miachael O'Connor, P.E.
Engineer – Arnaldo Roman, E.I.
Engineer – Ashley Quijada, E.I.
Senior CAD Technician – Andres Aristizabal
Senior Construction Specialist – Jose McCray
Clerical – Nancy Gonzalez

Sub-consultants for this Project:

- Geotechnical Engineering – PanGeo Consultants
- Electrical Engineering – Smith Engineering Consultants, Inc.

SCOPE OF SERVICES

The scope of services that our firm shall provide as per recent communications, is as follows:

Task 1 – Project Management, Meetings, Site Reconnaissance, Data Gathering and Geotechnical Exploration

- CONSULTANT shall provide general project and contract oversight during all phases of this project.
- Task shall include any sub-consultant coordination and communication. The CONSULTANT shall serve as the sole point of contact with the client.
- Activities to include:
    - Site visits, as required.
    - Meetings facilitation.
    - Contract administration on behalf of the CONSULTANT.
    - Planning and execution of the overall project.
    - Client communications and coordination.
- Site reconnaissance
- Data gathering as required for design of proposed improvements
- Consultant shall visit the site as necessary to become familiar with current site conditions.
- Geotechnical Exploration:
    - Perform one (1) Standard Penetration Test (SPT) boring in general accordance with ASTM D-1586 specifications to a depth of 40 ft.
    - Provide an engineering report including a description of findings and general site preparation and design recommendations for support of the proposed construction.
    - Tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the field.
    - Geotechnical engineering report will include graphic logs of the test borings and a test boring location plan.

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Miami, FL 33146
Office: +1 (786) 497-1500

chen moore and associates

Task 2 – 30% Construction Documents – Consultant shall perform the following:

- Consultant shall review survey and/or as-built drawings from local utilities and field verify locations as per available accessibility.
- Consultant shall arrange and attend any pre-design meetings with governmental permitting agencies or other authorities having jurisdiction as required regarding any pertinent regulatory requirements and limitations.
- Consultant shall examine and verify all existing site conditions as to their accuracy as depicted on the boundary survey.
- Consultant shall perform and prepare preliminary pump station modeling and calculations.
- Preparation of preliminary civil engineering and electrical plans construction plans
- Consultant shall coordinate closely with the Town to ensure project criteria is met.
- Attendance at up to one meeting with the Client.
- Consultant shall include all general notes, recommending any minimum requirements for a site contractor.

Deliverables:

- Design plans in digital format (AutoCAD and PDF)
- Preliminary pump station calculations (as required)
- Geotechnical Report

Task 3 – 60% Construction Documents – Consultant shall perform the following:

- Incorporate Comments from 30% Submittal Review
- Prepare 60% construction level civil engineering and electrical construction plans, with all associated notes and details.
- Consultant shall further refine pump station modeling and calculations and prepare a Preliminary Pump Station Engineering Report
- Consultant shall coordinate closely with the Town to ensure project criteria is met.
- Preliminary Engineer's Opinion of Probable Cost
- Attendance at up to one meeting with the Client.
- Consultant shall include all general notes, recommending any minimum requirements for a site contractor.

Deliverables:

- Design plans in digital format (AutoCAD and PDF)
- Updated Pump station calculations (as required)
- Preliminary Pump Station Engineering Report
- Preliminary Engineer's Opinion of Probable Cost

Task 4 – 90% Construction Documents – Consultant shall perform the following:

- Incorporate Comments from 60% Submittal Review
- Prepare 90% level construction civil and electrical construction plans, notes and details.
- Finalize pump station modeling and calculations
- Finalize Pump Station Engineering Report

3150 SW 38th Avenue, Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500

- Consultant shall coordinate closely with the Town to ensure project criteria is met.
- Update Engineer's Opinion of Probable Cost
- Attendance at up to one meeting with the Client.
- Consultant shall include all general notes, recommending any minimum requirements for a site contractor.

Deliverables:

- Design plans in digital format (AutoCAD and PDF)
- Updated Pump station calculations
- Updated Pump Station Engineering Report
- Updated Engineer's Opinion of Probable Cost

Task 5 – Government Permitting & Approvals– Consultant shall perform the following:

- Consultant shall prepare submittal packages and submit for government agency permits with the appropriate calculations and back-up to the following agencies:
  - Town of Bay Harbor Islands Public Works Department
  - Town of Bay Harbor Islands Building Dept. (as necessary)
  - Miami-Dade County Water & Sewer Dept. (if applicable, for signatures, etc.)
  - Miami-Dade County DERM
  - Florida Department of Environmental Protection (FDEP)
- Consultant shall revise plans and coordinate permits resubmittals, as required for approvals.

Task 6 – 100% Construction Documents (Bid Plans) – Consultant shall perform the following:

- Incorporate Comments from 90% Submittal Review and Permitting comments
- Finalize Engineer's Opinion of Probable Cost
- Attendance at up to one meeting with the Client.
- Construction level detail and design
- Complete conflict data table (if applicable) with available information.
- Consultant shall include all general notes, recommending any minimum requirements for a site contractor.

Deliverables:

- Design plans in digital format (AutoCAD and PDF) - Signed & Sealed
- Final Pump Station Calculations
- Final Pump Station Engineering Report
- Final Engineer's Opinion of Probable Cost

Task 7 – Bid & Award Support Services – Consultant shall perform the following:

- Attendance at the pre-bid meeting
- Prepare responses to questions from bidders for the scope of work in this proposal.
- Review bid tabulations and provide engineer's recommendation of award, as requested.

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Task 8 – 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 the construction phase.
- Provide general observation of the work and associated field reports of the field visit, required for certification of the project. We estimate a total of five (5) periodic visits during the site construction period, and three (3) for substantial completion, startup and final completion walkthroughs.
- Review "as-built" drawings (to be provided by contractor)
- Coordination of certification/site close out packages as required.

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.
- All project management and communications shall be undertaken by the prime consultant, CMA.
- This scope of services DOES NOT include any landscape or irrigation design whatsoever.
- Off-site improvements including turn lanes, median improvements, sewer main extensions or replacements, or other utility improvements of any kind beyond the project limits shall be deemed as an Additional Service item and is specifically not included in this proposal.
- Specifications are specifically excluded from this proposal.
- Construction staging plans and maintenance of traffic plans are not included in this scope.
- This proposal assumes any required Maintenance of Traffic (MOT) plans/permits shall be the sole responsibility of the contractor
- No environmental exploration, engineering or permitting of any kind is included in this proposal.
- Structural engineering services will include the analysis and design of the following project components: (1) the wet well and valve vault structures; (2) the elevated controls platform; and (3) the elevated generator platform. Structural design will consider applicable loading conditions, including dead loads, live loads, environmental loads, and soil/hydrostatic pressures and buoyancy effects where applicable. Structural engineering deliverables will include preparation of structural drawings and details (including reinforcement plans, sections, connection/anchorage details, and structural notes), as well as signed and sealed structural calculations as required to support permitting and construction. Structural engineering services also include coordination with the civil, mechanical, and electrical design disciplines to accommodate structural openings, penetrations, embedded items, and equipment support/anchorage requirements associated with the pump station

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improvements. Temporary works including excavation support/shoring, dewatering, and means and methods of construction shall be provided by the Contractor.
    - Structural design will be in accordance with the Florida Building Code (8th Edition, 2023), ASCE 7, ACI 318, and ACI 350 (or equivalent), and will also comply with applicable flood-resistant design requirements including ASCE 24 and local floodplain management requirements (e.g., governing BFE plus required freeboard).
- Any temporary pumping or bypass plan shall be prepared and provided by the contractor for review/approval by the CONSULTANT and the Town.
- The design of the force main through which this proposed pump station shall discharge shall be designed under a separate Purchase Order by CMA. Forcemain connection point and hydraulics shall be verified under this Purchase order.
- Pump station flows and connection pressures (as needed for design) shall be provided by the Town.
- This proposal does not include any existing sanitary sewer main improvements whatsoever.
- This scope includes the design and permitting for the demolition/removal of the existing pump station and portion of the existing force main that traverses the Town Hall property. The remaining existing force main within NE 97th Street and E Bay Harbor Drive shall be capped and grouted in place.
- This proposal assumes that the latest survey in CMA's possession shall be used for design. Should a new/updated survey be required, an additional services proposal shall be provided accordingly.
- This proposal assumes that no easements shall be required.
- All permitting fees shall be provided to CMA by the Town.

INFORMATION TO BE PROVIDED BY CLIENT

Information to be provided by City includes the following:

- Copies of all relevant data, including correspondence, hydraulic analyses, sewer master plans, pump station flows, force main connection pressures, infrastructure plans, specifications or any other information in the Town's possession which may be beneficial to the work effort to be performed by Consultant.
- Any/all permit fees.
- An official Notice to proceed (NTP) and work order from the Town of Bay Harbor Islands.

SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval and shall provide the aforementioned services in accordance with RFQ 5-1005-23-2023/FVR Professional Services Agreement for General Engineering Services.

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Preliminary Schedule (Subject to coordination with the Town)

- Site Reconnaissance, Data Gathering, Geotechnical Exploration — 3 weeks
- 30% Construction Documents — 6 weeks
- City Review — 1 week*
- 60% Construction Documents — 6 weeks
- City Review — 1 week*
- 90% Construction Documents — 4 weeks
- City Review — 1 week*
- Government Permitting & Approvals — 16 weeks**
- 100% Construction Documents (Bid Plans) — 3 weeks
- Bid and Award Support Services — 8 weeks
- Limited Construction Administration Support Services — 16 weeks**

Total — **65 weeks**

Notes:
*The one week of review time was specifically requested by BHI staff and will require strict adherence to in order to achieve the project schedule established above.
**Durations shown above are estimated and may vary due to factors beyond CMA's control.

The total lump sum fees for this project are as follows:

Task(s)	**Task Description**	**Lump Sum Fees**	**Total Fees**
1	Project Management, Meetings, Site Reconnaissance, Data Gathering	$79,115.00	$79,115.00
2	30% Construction Documents	$102,720.00	$102,720.00
3	60% Construction Documents	$91,360.00	$91,360.00
4	90% Construction Documents	$87,680.00	$87,680.00
5	Government Permitting & Approvals	$71,320.00	$71,320.00
6	100% Construction Documents (Bid Plans)	$58,980.00	$58,980.00
7	Bid & Award Support Services	$26,160.00	$26,160.00
8	Limited Construction Administration Support Services	$61,760.00	$61,760.00
	SUB TOTAL	**$579,095.00**	**$579,095.00**
	*Reimbursables Allowance**	*$10,000.00*	*$5,000.00*
	Geotechnical Engineering – PanGeo Consultants	$3,150.00	$3,150.00
	Electrical Engineering – Smith Engineering Consultants, Inc.	$26,500.00	$26,500.00
	TOTAL	**$618,745.00**	**$618,745.00**

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.

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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

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AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **NE 96th St Pump Station Relocation**
Client Name: **Town of Bay Harbor Islands**
Client Contact: **Mr. Sam Zamacona, Capital Improvement Program Director**
Client Address: **1030 95th Street, Bay Harbor Islands FL 33154**
Client Phone/Mobile: **+1 (305) 866-6241 ; M (786) 239-9214**
Client E-mail: szamacona@bayharborislands-fl.gov

CMA Project No. **26-0326.P0001**
Agreement Date: **January 30, 2026**

FEE: Lump Sum of **$608,745.00** (+ a $10,000.00 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

_____
Print Name/Title

_____
Date

TOWN OF BAY HARBOR ISLANDS (CLIENT)

_____
Authorized Signature

_____
Print Name/Title

_____
Date

NE 96th St Pump Station Relocation - Proposal Breakdown for Engineering Services Labor Expenses - Chen Moore and Associates

Position	Name & (Company)		Hourly Rate	Task 1 - Project Management, Meetings, Site Reconnaisance, Data Gathering		Task 2 - 30% Construction Documents		Task 3 - 60% Construction Documents		Task 4 - 90% Construction Documents		Task 5 - Government Permitting and Approvals		Task 6 - 100% Construction Documents (Bid Plans)		Task 7 - Bid & Award Support Services		Task 8 - Limited Construction Administration Support Services		Total Labor (Sum 2-5)	Multiplied Costs (1 X 6)
			$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hours	$
Civil Engineering			[1]	[2]		[3]		[4]		[5]		[5]		[5]		[5]		[5]		[6]	[7]
Principal Engineer	Gregory Mendez PE (CMA)		$ 240.00	115	$27,600.00	32	$7,680.00	32	$7,680.00	40	$9,600.00	30	$7,200.00	16	$3,840.00	8	$1,920.00	24	$5,760.00	297	$71,280.00
Project Manager/Senior Engineer	Sathvika Ramaji, PE (CMA)		$ 215.00	141	$30,315.00	80	$17,200.00	64	$13,760.00	48	$10,320.00	80	$17,200.00	40	$8,600.00	40	$8,600.00	64	$13,760.00	557	$119,755.00
Principal Engineer	Ben Lehr, PE (CMA)		$ 240.00	24	$5,760.00	16	$3,840.00	16	$3,840.00	16	$3,840.00	8	$1,920.00	16	$3,840.00		$0.00		$0.00	96	$23,040.00
Principal Engineer	Michael O'Connor, PE (CMA)		$ 240.00	16	$3,840.00	40	$9,600.00	64	$15,360.00	80	$19,200.00	48	$11,520.00	40	$9,600.00	12	$2,880.00	24	$5,760.00	324	$77,760.00
Staff Engineer	Arnaldo Roman, EI (CMA)		$ 120.00	62	$7,440.00	140	$16,800.00	96	$11,520.00	96	$11,520.00	165	$19,800.00	72	$8,640.00	8	$960.00	24	$2,880.00	663	$79,560.00
Staff Engineer	Ashley Quijada, EI (CMA)		$ 120.00	8	$960.00	80	$9,600.00	60	$7,200.00	60	$7,200.00	24	$2,880.00	48	$5,760.00		$0.00		$0.00	280	$33,600.00
Senior Designer	Andres Aristazabal (CMA)		$ 150.00	8	$1,200.00	240	$36,000.00	200	$30,000.00	160	$24,000.00	64	$9,600.00	120	$18,000.00		$0.00		$0.00	792	$118,800.00
Clerical	Nancy Gonzalez (CMA)		$ 75.00	8	$600.00	8	$600.00	8	$600.00	8	$600.00	16	$1,200.00		$0.00	8	$600.00		$0.00	56	$4,200.00
Sr. Construction Specialist	Jose McCray, Sr. (CMA)		$ 140.00	10	$1,400.00	10	$1,400.00	10	$1,400.00	10	$1,400.00		$0.00	5	$700.00	80	$11,200.00	240	$33,600.00	365	$51,100.00
			Sub-totals	392	$ 79,115.00	646	$ 102,720.00	550	$ 91,360.00	478	$ 87,680.00	405	$ 71,320.00	341	$ 58,980.00	148	$ 26,160.00	352	$ 61,760.00	3430	$579,095.00

Summary of Direct Expenses

Units	No. of	$/Unit	Total
Mileage			$ -
Total Labor and Direct Expenses =	$579,095.00		**$ 579,095.00**

Notes 1.- For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.

Summary of Reimbursable Expenses

Units	No. of	$/Unit	Total
Applicable Expenses			
Permits			$ -
Copies			$ -
		Reimbursable Expense	**$ 10,000.00**

Notes 2.- For invoices where Permit Fees are billed, receipts must be submitted.

Proposal Summary

Company	Discipline	Sub	CMA	Total
Chen Moore and Associates	Civil		X	$579,095.00
PanGeo Consultants	Geotechnical Engineering	X		$3,150.00
Smith Engineering Consultants	Electrical Engineering	X		$26,500.00
SUBCONSULTANTS SUBTOTAL				**$29,650.00**
REIMBURSABLE EXPENSES ALLOWANCE				$ 10,000.00
			Total of Labor, Direct Expenses, and Reimbursable Expenses	**$618,745.00**

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 30 day of November 2023, by and between:

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

and

Chen Moore and Associates, Inc, a Florida Corporation, authorized to do business in the state Florida (hereinafter referred to as "CONSULTANT")

WHEREAS, the Town Council of the Town of Bay Harbor Islands Florida at its meeting of November,30 2023 authorized by motion the execution of this Agreement between CONSULTANT and Town authorizing the performance of Engineering Consultant Continuing Services, RFQ No. 5-1005-23-0-2023/FVR incorporated herein, (the "Agreement"); and

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

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

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

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

1.1 AGREEMENT: Means this document between the TOWN and CONSULTANT dated November 30,2023, and any duly authorized and executed Amendments to Agreement.

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

1.3 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that TOWN pay

identified amounts to the Contractor for services performed by the Contractor at the Project.

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

The CONSULTANT may review and make recommendations to the TOWN on any proposed Change Orders, for approval or other appropriate action by the TOWN.

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

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

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

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

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

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

1.11 CONSULTANT: **Chen Moore and Associates, Inc** the CONSULTANT selected to perform professional services pursuant to this Agreement.

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

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

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

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

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

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

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

1.19 ORIGINAL AGREEMENTPRICE: The original bid and/or Agreement price as awarded to a Contractor based upon CONSULTANT'S final detailed Construction Documents of the Project.

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

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

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

at the TOWN's discretion.

1.23 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of TOWN, in monitoring the Construction Phase of the Project to completion.

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

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

1.26 SUBSTANTIAL COMPLETION: The TOWN will consider the work substantially complete when the Contractor submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the Town.

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

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

ARTICLE 2
PREAMBLE

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

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

ARTICLE 3
SCOPE OF SERVICES

3.1 The CONSULTANT shall perform the following professional services: Engineering Continuing Services as more specifically described in Exhibit "A," Scope of Services,

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

3.2 TOWN and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Agreement Administrator and obtain written approval by the TOWN in a timely manner before proceeding with the work. Notice to Agreement Administrator does not constitute authorization or approval by TOWN to perform the work. The TOWN shall not pay for any work that is not approved by the Agreement Administrator in writing. If CONSULTANT proceeds with said work without notifying the Agreement Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Agreement Administrator does not constitute authorization or approval by TOWN to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written TOWN approval is at CONSULTANT's sole risk.

ARTICLE 4
GENERAL PROVISIONS

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

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

ARTICLE 5
PRIORITY OF PROVISIONS

5.1 The Agreement Documents are intended to include all items necessary for the

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

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

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

Third priority: This AGREEMENT.

Fourth priority: Town of Bay Harbor Islands Request for Qualifications **RFQ No. 5-1005-23-0-2023/FVR**.

Fifth priority: CONSULTANT's response to Town of Bay Harbor Islands Request for Qualifications # **RFQ No. 5-1005-23-0-2023/FVR**.

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

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

ARTICLE 6
TASK ORDERS

6.1 The Project will be divided into "Tasks."

6.2 Task Orders shall be jointly prepared by the TOWN and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task

Order shall be separately numbered and approved in accordance with this Agreement and all applicable TOWN code requirements.

6.3 Under all Task Orders and Projects, TOWN may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the TOWN, the following items:

6.3.1 Providing additional copies of reports, Agreement drawings and documents; and

6.3.2 Assisting TOWN with litigation support services arising from the planning, development, or construction.

6.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order from the TOWN. The CONSULTANT must receive the approval of the Agreement Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.

6.5 If, in the opinion of the TOWN, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the TOWN shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the TOWN shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the TOWN, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the TOWN may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The TOWN may then decide, after Town Council approval, to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

6.6 ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

7.1 The initial Agreement term shall commence upon final execution of the Agreement by the Town and shall expire Two (2) years from that date. The Town reserves the right to extend the Agreement for Three (3) additional one(1) year terms providing all terms conditions and specifications remain the same, and such extension is approved by the Town.

In the event services are scheduled to end because of the expiration of this

contract, the Contractor shall continue the service upon the request of the Town as authorized by the awarding authority. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town.

7.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.

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

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

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

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not To Exceed Amount Compensation

TOWN agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 8.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described

in Section 9.1, no modification, amendment, or alteration to Exhibit “B” shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

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

8.2 REIMBURSABLES

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

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

C. Identifiable testing costs and special inspections approved by Agreement Administrator.

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

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

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

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

8.3 METHOD OF BILLING

8.3.1 Not To Exceed Amount Compensation

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

8.4 METHOD OF PAYMENT

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

and pursuant to instructions prescribed by Agreement Administrator.

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

8.4.3 Payment are scheduled to be made by TOWN to CONSULTANT by Check.

8.4.4 Payment will be made to CONSULTANT at:

Chem Moore and Associates, Inc
3150 SW 38th Avenue Suite 950
Miami, FL 33146

ARTICLE 9
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

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

9.1.2 TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. TOWN shall compensate CONSULTANT for such additional services as provided in Article 8.

9.1.3 In the event a dispute between the Agreement Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Agreement Administrator and CONSULTANT, such dispute shall be promptly presented to the Town Manager for resolution. The Town Manager's decision shall be final and binding on the Parties for amounts in the aggregate under $100,000. In the event of a dispute in an amount over $100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Dade County, Florida. Any resolution shall be set forth in a written document in accordance with Section 9.1.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 10
CONSULTANT'S RESPONSIBILITIES

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

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

- In the event that the lowest "best value" bid, as such term is used in the Town of Bay Harbor Islands Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), CONSULTANT shall explain, in writing, the reasons why the bids or proposals exceeded the ten percent (10%) factor following the analysis of all base bids. In such a circumstance, the TOWN may at its sole discretion, exercise any one or more of the following options: CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the TOWN;
- CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the TOWN until the base bid of at least one "best value" bid falls within the factor of ten (10%) of the Estimated Construction Cost of the project;
- The TOWN may approve an increase in the Estimated Construction Cost of the Project;
- The TOWN may reject all bids or proposals and may authorize re-bidding;
- The TOWN may if permitted, approve a renegotiation of the Project within a reasonable time;
- The TOWN may abandon the project and terminate CONSULTANT's work authorization and Services for the Project; or
- The TOWN may select as many deductive alternatives as may be necessary

to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

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

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

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

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

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

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

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

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

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

Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the TOWN shall not look to CONSULTANT for reimbursement for Errors and Omissions.

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

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

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

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

ARTICLE 11
TOWN'S RESPONSIBILITIES

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

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

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

11.4 TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 12
MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

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

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

12.2 TERMINATION

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

possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the TOWN against any and all loss pertaining to this termination.

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

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

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

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

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

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

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

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

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

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

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

12.5 MINORITY PARTICIPATION

The CONSULTANT shall make a good faith effort to help the TOWN maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the TOWN with this documentation at the end of the Project, or in cases where projects are longer than one year, each TOWN fiscal year.

12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, 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 Agreement to provide any goods or services to the Town, may not submit a bid on a Agreement 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 Agreement 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, 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.

12.7 SUBCONSULTANTS

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

12.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of the Agreement Administrator prior to changing or modifying the list of sub-consultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

Terracon
M.G Vera & Associates, Inc
305 Consulting Engineers , LLC
Media Relations Group, LLC
MFG Consultants

12.8 ASSIGNMENT AND PERFORMANCE

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

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

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

12.9 INDEMNIFICATION OF TOWN

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

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

12.9.3 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at TOWN's option, any and all claims of liability and all suits and actions of every name and description covered by Section 11.9.1 above that may be brought against TOWN whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

12.10 LIMITATION OF TOWN'S LIABILITY

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

12.11 INSURANCE

12.11.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the Town a certificate of insurance evidencing such coverage. The

Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the Town's Risk Manager.

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

12.11.3 The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for Contractual Liability and Independent Contractors.

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

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 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.

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

12.12.4 Insurance Certificate Requirements

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

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

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

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

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

TOWN OF BAY HARBOR ISLAND. IS INCLUDED AS ADDITIONAL INSURED

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

<u>The Certificate Holder should read as follows:</u>
Town of Harbor Islands
Procurement Services
9665 Bay Harbor Terrace
Town of Harbor Islands, FL 33154

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

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

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

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

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

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided 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.

ADDITIONAL COVERAGES REQUIRE

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $2,000,000 aggregate.

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

12.12 REPRESENTATIVE OF TOWN AND CONSULTANT

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

12.12.2 CONSULTANT shall inform the Agreement Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

12.14 CONSULTANT'S STAFF

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

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

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

12.15 INDEPENDENT CONTRACTOR

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

12.16 THIRD PARTY BENEFICIARIES

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

12.17 CONFLICTS

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

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

12.18 CONTINGENCY FEE

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

12.19 WAIVER OF BREACH AND MATERIALITY

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

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

12.20 COMPLIANCE WITH LAWS

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

12.21 SEVERANCE

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

12.22 JOINT PREPARATION

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

12.23 PRIORITY OF PROVISIONS

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

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Dade County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND TOWN EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.**

In the event Consultant is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the Town may enforce in the United States of America or in Canada or in both countries a judgment entered against CONSULTANT. CONSULTANT waives any and all defenses to the Town's enforcement in Canada of a judgment entered by a court in the United States of America.

12.25 SOLICITATION AND EXHIBITS

The solicitation, CONSULTANT'S response to the solicitation and each exhibit

referred to in this Agreement forms an essential part of this Agreement. The solicitation, CONSULTANT'S response, and exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

12.26 TWO ORIGINAL AGREEMENTS

This Agreement shall be executed in two (2), signed Agreements, treated as an original.

12.27 NOTICES

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

With a copy to: Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace, FL 33154
Telephone: (305) 866-6241

Town Attorney
Town of Bay Harbor Islands
9665 Bay Harbor Terrace, FL 33154
Telephone: (305) 866-6241

CONSULTANT: **Peter Moore**
Chen Moore and Associatees, Inc
3150 SW 38th Avenue, Suite 950
Miami, FL 33146
pmoore@chenmoore.com

12.28 ATTORNEY FEES

If TOWN or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

12.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and

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

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

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

12.31 STANDARD OF CARE

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

12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

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

12.33 EVALUATION

The TOWN maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the TOWN and the good faith

efforts made by the CONSULTANT to maintain MBE/WBE participation in TOWN projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

12.34 STATUTORY COMPLIANCE

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

12.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2023), 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 (2023), 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 (2023), 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 (2023), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

12.36 PUBLIC RECORDS

Consultant shall:

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

2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (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 Agreement term and following completion of this Agreement if CONSULTANT 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 CONSULTANT or keep and maintain public records required by the Town to perform the service. If CONSULTANT transfers all public records to the Town upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

12.37 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT's expense, counsel being subject to the Town's approval, and indemnify and hold harmless the Town from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the TOWN's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, 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.

12.38 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of TOWN; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and

other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of Town and shall be delivered by CONSULTANT to the TOWN's Agreement Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the TOWN as provided herein.

12.39 REPRESENTATION OF AUTHORITY

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

12.40 NON-DISCRIMINATION

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

12.41 HOLD HARMLESS AND INDEMNIFICATION.

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

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals

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

TOWN

TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation

By: _____
MARIA LASDAY
Town Manager

ATTEST:

By: _____
YVONNE HAMILTON
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
GREENSPOON MARDER LLP
Town Attorney
By: JOSEPH S. GELLER, ESQ

WITNESSES:

Melissa Darrell

Print Name

Jazmin Cruz

Print Name

(CORPORATE SEAL)

Chen Moore and Associates, Inc, a Florida Corporation

By: _____

Print Name: Peter Moore

Title: President

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of November, 2023, by Peter Moore as President for Chen Moore and Associates, Inc., a Florida corporation authorized to conduct business in the State of Florida.

JOHANNA ZONA
MY COMMISSION # HH 213916
EXPIRES: January 24, 2026

_____
(Signature of Notary Public - State of Florida)

Johanna Zona
(Print, Type, or Stamp Counciled Name of Notary Public)

Personally Known ☒ OR Produced Identification_____ Type of Identification Produced: _

EXHIBIT A

SCOPE OF SERVICES

3.1 Purpose

The Town is seeking the services of a qualified consulting firm(s) to provide Professional Services related to a continuing contract for Civil Engineering Consultant Services. The following is a list of services that may be required on an as-needed basis as requested by the Town which will be authorized by individual Task Orders for individual projects. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. Town shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by engineers, and surveyors pursuant to Section 287.055 Florida Statutes, and for which the firm(s) are experience, qualified, and able to perform:

3.2 Scope of Services

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

Multiple firms selected by the Town will provide professional services to the Town on an as-needed basis based upon work orders to be issued by the Town under the terms of their continuing contracts.

3.3 Work Standards

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

3.4 Tasks

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

a) Prepare engineering designs, calculations, plans and specifications,

contract bid documents, and cost estimates, within the functional areas of interest listed in this solicitation.

b) Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
c) Submit construction documents as needed to the Town and other required agencies having an interest or jurisdiction over the project.
d) Review, analyze, and provide recommendations to utility budgets and capital improvement plans.
e) Provide updates on changes or proposed changes to laws/regulations that may impact Town's water resources and supply, treatment, distribution and storage, wastewater collection and treatment
f) Preform flood routing software modelling.
g) Prepare feasibility and conceptual planning documents.
h) Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
i) Prepare and/or assist with the preparation of grant applications and attendance at meetings with grant officials.
j) Assist in the review and development of ordinances.
k) Provide public education/notification assistance.
l) Prepare short and long term planning documents, master plans, or provide input to the Town's master plans, capital improvement program, and maintenance needs.
m) Participate in construction administration as required by the Town.
n) Prepare formal or informal feasibility studies as necessary to assist the Town in responding capital improvement needs.
o) Analysis of existing infrastructure and available capacity to serve proposed capital improvement projects.
p) Prepare legal descriptions, exhibits, and surveys.
q) Provide expert witness testimony.
r) Prepare appropriate permitting documents and obtain and/or assist the Town in obtaining permits from applicable agencies.
s) Represent the Town with regulatory agencies.
t) Prepare periodic project status reports.
u) Prepare and furnish bidding documents and assist the Town in the preparation of other related documents.
v) Attend bid openings, prepare bid tabulation sheets, and assist the Town in the evaluation of bids or proposals.
w) Issue addenda as appropriate to clarify, correct, or change the bidding documents.
x) Participate in pre-construction conference as requested by the Town.
y) Review and determine acceptability of construction submittals,

including shop drawings, progress schedule, schedule of values, etc.

z) Review and provide recommendations to request for information, request for changes, and claims to the Town arising during construction activities.

aa) Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the Town.

bb) Review as-built drawings provided by the construction contractor and provide written comments to the Town.

cc) Provide services related to construction management and inspections, and/or specialty inspection.

dd) Provide project management services and act as an extension of the Town's project management staff for the design, bidding, and construction management of municipal projects.

ee) Space Planning

ff) Architectural Design

gg) Interior Design

hh) Landscape Architecture

ii) ADA Analysis and Design

jj) Sustainable Design

kk) Building Performance Analysis

ll) Structural Design

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

3.5 Deliverables

The Town intends to contract with multiple firms. The total amount of compensation will be negotiated with the selected consultant. No minimum amount of work or compensation will be assured to the retained consultant(s). All work products becomes the property of the Town. The Town reserves the right to re-use the work products of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.

3.6 Schedule

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

3.7 Town Infrastructure

a. Bridges – Given the Town's Island condition located in the Intracoastal Waterway, the Town owns and maintains a total of four (4) bridges.

- The Broad Causeway Bascule Bridge (Connecting the West Island with the Broad Causeway Island)
- The West Relief Bridge (Connecting the Town with the Town of North Miami)
- The Waterway Bridge (Connecting the West and East Islands)
- The Indian Creek Bridge (Connecting the Town with the Town of Surfside and Village of Bal Harbour)

b. Buildings – The Town owns and maintains two (2) buildings.
   - The Town Hall Administration Offices at 9665 Bay Harbor Terrace. This building houses the Administration offices, the Building Department, Council Chambers, and the Police Department. This building was built in 1970.
   - The Community Center at 1165 95th Street. The Community Center is a recent building that is located on the first floor of the Parking Garage.

c. Parking Facilities – The Town operates a total of seven (7) parking facilities.
   - 1165 95th Street Parking Garage – This is a five-story parking garage building on 95th Street.
   - 103rd Street Surface Parking Lot
   - 100th Street Surface Parking Lot
   - 97th Street Surface Parking Lot
   - Block 11 Parking Lot
   - 95th Street Surface Parking Lot
   - 92nd Street Surface Parking Lot

d. Parks – There are four (4) Parks in the Town, in addition of two (2) passive parks.
   - Tot Lot – 96th Street and West Broadview Drive
   - 98th Street Park
   - 95th Street Park
   - 92nd Street Park

e. Potable Water Infrastructure – The Town is a wholesale customer of the MDWASD. The Town receives its water from a 36-inch transmission main from MDWASD that runs along 96th Street. The distribution lines connected to this transmission line are owned and maintained by the Town. Most of the Town's water lines are PVC material with a diameter that varies between 6-inch to 10-inch.

f. Stormwater Infrastructure – Most of the Town's stormwater system is a gravity system that drains through outfalls to the Bay. A total of 52 outfalls

that range on sizes from 8-inch to 30-inch. There is a stormwater injection well on the south side of the West Island with 9,000 gpm pumps. For reference, an Atlas is included as Appendix of this RFQ.

g. Sanitary Sewer Infrastructure – The Town's sanitary sewer system is comprised of gravity mains, manholes, ejector's stations, pump station, force main and air lines. A total of five (5) ejector's stations are location on different areas of the Town, that discharge to the Town' Main Pump Station D at 9665 Bay Harbor Terrace. The gravity line varies from 8-inch to 18-inch. For Reference, an Atlas is included as Appendix of this RFQ.

3.8 Functional Areas of Interest

The consultant shall identify in their response to this RFQ the functional areas for which it particularly wishes to specialize. Multiple firms will be selected, and multiple firms may be selected for more than one

(1) functional area.

a) Water and wastewater engineering (specifically pipeline and lift-station design)
b) Stormwater engineering
c) Transportation engineering
d) Structural engineering (specifically seawall, dock, and bridge design)
e) Environmental engineering
f) Surveying and mapping services and Geographic Information and mapping services (GIS)
g) Photogrammetry and remote sensing
h) Geotechnical engineering
i) Coastal engineering
j) Water resources engineering
k) Hydrology and hydraulic engineering
l) Mechanical engineering
m) Electrical Engineering
n) Plan Review
o) Architectural Design.

Construction engineering and inspection.

3.9 Quality Assurance/Quality Control

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

submittals for review and action from the consultant.

The consultant is responsible for the professional quality, technical accuracy and coordination of all pre- design services, designs, drawings, specifications, cost estimates and other services furnished by the consultant and their sub-consultants. It is the consultant's responsibility to independently and continually QC their plans, specifications, and all other project deliverables. Upon Town request, the consultant shall provide the Town with a marked up set of plans and specifications showing the consultant's QC review.
The mark-ups submittals shall include the names of the consultant's staff that performed the QC review for each component or functional area (e.g., structures, roadway, drainage, etc.).

3.10 Document Submittal Format

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

CCNA- ENGINEERING CONTINUING SERVICES CONTRACT
RFQ-5-1005-23-0-2023/FVR

Chen Moore

	PROPOSE RATES
CIVIL ENGINEERING SERVICES	Hourly Rates
Principal Engineer	$ 240.00
Senior Engineer / Project Manager	$ 215.00
Project Engineer (PE)	$ 150.00
Staff Engineer, E.I.	$ 120.00
Senior Inspector	$ 140.00
Inspector	$ 100.00
Senior Designer	$ 150.00
Drafts Person/CADD Operator	$ 100.00
Clerical/Administrative Staff	$ 75.00
Intern	$ 65.00
WATER & WASTEWATER ENGINEERING SERVICES	
Principal Engineer	$ 240.00
Senior Engineer/Project Manager	$ 200.00
Project Engineer (PE)	$ 140.00
Staff Engineer, E.I.	$ 110.00
Sr. Inspector	$ 140.00
Inspector	$ 100.00
Drafts Person/CADD Operator	$ 95.00
Clerical/Administrative Staff	$ 75.00
TRANSPORTATION/BRIDGE ENGINEERING SERVICES	
Principal Engineer	$ 240.00
Senior Engineer/Project Manager	$ 235.00
Project Engineer (PE)	$ 190.00
Staff Engineer, E.I.	$ 135.00
Sr. Inspector	$ 155.00
Inspector	$ 110.00
Drafts Person/CADD Operator	$ 105.00
Clerical/Administrative Staff	$ 75.00
STRUCTURAL ENGINEERING SERVICES	
Principal Engineer	$ 250.00
Senior Engineer/Project Manager	$ 190.00
Project Engineer (PE)	$ 160.00
Staff Engineer, E.I.	$ 150.00
Sr. Inspector	$ 125.00
Inspector	$ 110.00
Drafts Person/CADD Operator	$ 105.00

Clerical/Administrative Staff	$ 75.00
Landscape Architecture and Planning Services	
Principal Landscape Architect	$ 220.00
Senior Landscape Architect	$ 150.00
Project Landscape Architect	$ 125.00
Staff Landscape Architect	$ 110.00
Environmental Services / Monitoring	
Sr. Environmental Scientist	$ 190.00
Project Environmental Scientist	$ 155.00
Staff Environmental Scientist	$ 125.00
Field Technician	$ 90.00
Geotechnical Engineering	
A. FIELD SERVICES & TESTING	
TEST	
Standard Penetration Test Borings (ATSM D-1586), Truck Rig or Mud Bug Rig (0-50 Foot Depth Interval)	$ 18.00 l.f
Grout Boreholes	$5.00 l.f
Truck/Mud Bug 0-50 Ft	$300.00 ea
Permeability/Percolations Tests – Field (SFWMD Usual Open Hole Method)	$500.00 ea
SOIL TESTING	
Field Density/Test (five [5] minimum)	$ 40.00 ea
Standard Proctors	$ 100.00 ea
Modified Proctors	$ 155.00 ea
Florida Bearing Value Test	$ 250.00 ea
Limerock Bearing Ratio Test	$ 250.00 ea
Percolation test (open hole)	$ 450.00 ea
Atterberg Limit Test	$ 70.00 ea
SAMPLING & TESTING OF FRESH CONCRETE	
Curing, capping and compressive strength testing of concrete cylinders in Consultant's laboratory set of 5	$ 75.00 set
Field Sampling Fresh Concrete (sampling, molding, slump testing, temperature)	$ 65.00 h.r
CONCRETE & MASONARY MATERIALS	
Concrete Compression test (Min. four [4] cylinders per trip)	$ 75.00 set
- Prepare cylinders & slump test on site, and deliver to lab	$65.00 h.r
Additional Concrete cylinders with slump	$ 30.00 ea
Concrete Compression test only [delivered to lab] & RESULTS	$ 100.00 set
Slump test	$ 40.00 ea
Stand-by (Beyond 1 hour on site)	$ 70.00 h.r
Grout Prism (Six [6] per set) - Includes preparation of Prism on site	$ 95.00 set
2" x 2" - Includes preparation of Cubes on site	$ 75.00 ea
AGGREGATE TESTING	
Grain size determination:	
A. Full grain size (8 sieves)	$ 70.00 test

B. Wash through (#200)	$ 60.00 test
Sieve Analysis – Course Aggregate	$ 75.00 test
ASPHALT TESTING	
Asphalt Cores (obtaining core samples) (Min. 3)	$ 100.00 set
MISCELLANEUS SERVICES	
Exfiltration Test (SFWMD)	$ 500.00 ea
Install Groundwater Monitoring Well, <25' (per PBCWUD Stds & Details)	$ 750.00 ea
Install Groundwater Monitoring Well, 25' - 50' (per PBCWUD Stds & Details)	$ 945.00 ea
DRILLING EQUIPMENT MOBILIZATION (includes drill rig mileage)	
Truck - Mounted Rig	$ 400.00 ea
FOUNDATION TESTING SERVICES	
Vibration/ Noise Monitoring Equipment - seismograph with geophone or microphone (includes mobilization, equipment and labor)	$ 2,250.00 per day
SITE PREPARATION MONITORING & TESTING	
In-situ Density Tests - Nuclear Gauge Method (ASTM D 2922)	$ 40.00 ea
MONITOR WELL INSTALLATION & TESTING	
Non-Environmental (2-inch diameter)* 0 - 25-ft depth	$ 725.00 test
Environmental (2-inch diameter)* 0 - 25-ft depth	$ 725.00 test
Well sampling *	$ 120.00 test
B. PERSONNEL	
Principal Engineer	$ 150.00
Senior Engineer	$ 135.00
Project Engineer (PE)	$ 115.00
Staff Engineer, E.I.	$ 110.00
Sr. Inspector	$ 80.00
Inspector	$ 75.00
Drafts Person/Cad Operator	$ 75.00
Clerical/Administrative Staff	$ 75.00
Land Surveying & Mapping Services	
Principal Surveyor	$ 195.00
Sr. Professional Land Surveyor	$ 170.00
Professional Land Surveyor	$ 125.00
Survey CADD / GIS Tech	$ 110.00
Field Crew Supervisor	$ 100.00
Survey Crew	$ 200.00
Administrative	$ 75.00
Marine / Coastal Engineering	
Principal Engineer	$ 280.00
Senior Engineer / Project Manager	$ 220.00
Project Engineer (PE)	$ 190.00
Staff Engineer, E.I.	$ 150.00
Sr. Environmental Scientist	$ 190.00
Project Environmental Scientist	$ 140.00
Staff Environmental Scientist	$ 110.00
Senior Designer	$ 130.00
Architectural	
Principal	$ 225.00

Sr. Architect / Project Manager	$ 180.00
Project Architect	$ 175.00
Revit / CAD Operator	$ 95.00
Draftsman	$ 90.00
Clerical	$ 75.00
Subsurface Utility Exploration	
Project Manager/PE/PLS PLS	$ 175.00
Utility Location Manager/Party Chief	$ 125.00
CADD Operator	$ 100.00
Technical Locator/Instrument Op.	$ 80.00
Clerical	$ 75.00
1 Utility Test Hole 0-6' - per hole	$ 700.00
2 Utility Test Holes 0-6' - per hole	$ 650.00
3 or More Utility Test Holes 0-6' - per hole	$ 550.00
Excess Depth (Over 6') - per foot	$ 130.00 ft
Traffic Control – Arrow Board**	$ 125.00 day
MEP Engineering	
Senior Engineer / Project Manager	$ 220.00
Project Engineer (PE)	$ 180.00
Staff Engineer, E.I.	$ 135.00
Drafts Person/CADD Operator	$ 90.00

AGENDA ITEM REPORT
March 12, 2026

ITEM NUMBER: 12.

ITEM: Consideration and approval of a resolution to enter into a three year agreement with GOVWELL for permitting and case management platform.

DESCRIPTION:

The Building Department currently utilizes multiple independent software platforms to support plan review, permitting, inspections, and citizen services. Bluebeam is used for digital plan review, while Citizenserve serves as the Town's existing permitting portal. These systems operate independently and require separate licensing, support, and administrative oversight.

Staff has evaluated alternative solutions and recommends transitioning to GovWell, a consolidated and fully integrated government permitting and case management platform. In addition to replacing both Bluebeam and Citizenserve, GovWell includes 24/7 AI-assisted permitting support and live chat functionality. This feature allows users to ask permitting and code-related questions at any time, using Town, County, and Florida Building Code data, with GIS-based location awareness and multilingual support to improve accessibility and customer service. The Town had been considering the future implementation of alternate, stand-alone software applications to provide this functionality to end users; however, these capabilities are already fully integrated within the single GovWell platform, improving efficiency and significantly enhancing the overall user experience.

Current Software Costs

SYSTEM	ANNUAL FEE
CITIZENSERVE	$34,200
BLUEBEAM	$5,000
Total current annualized cost	$39,200

Proposed Solution – GovWell
GovWell will replace both Bluebeam and Citizenserve with a single integrated platform supporting building permits and inspections, code enforcement, planning and zoning, business licensing, contractor registration, and an online citizen portal.

UPDATE: At the February 11 meeting, this item was deferred pending clarification of Govwell's capabilities in response to questions / comments from a resident and council member.

A resident inquired about whether Govwell has the capability to attach building permit and code compliance documents for public viewing and download - Govwell indicated that it's a configuration and customers can choose to enable the functionality or not.

Councilmember Fuller commented that the state may impose additional requirements regarding public facing data - Govwell indicated they can comply with whatever the state mandates in terms of public facing data.

RECOMMENDED ACTION:

Approve the transition from Bluebeam and Citizenserve to GovWell and authorize execution of the

GovWell contract as presented.

FINANCIAL ANALYSIS:

Three-Year Cost Comparison

SYSTEM	YEAR 1	YEAR 2	YEAR 3
Govwell	$39,000	$39,000	$39,000
Govwell Implementation & Data Migration	$21,700		

Note: GovWell implementation and data migration fees are charged only in Year 1.

While GovWell reflects a higher first-year cost due to one-time implementation and data migration services, subsequent years consolidate multiple platforms into a single annual subscription, improving operational efficiency and enhancing the end-user experience through increased functionality and accessibility. A budget amendment will be required to cover the first-year implementation and data migration costs

GL Line Item Number: 101.5240.400034.000
Total Amount Budgeted: $60,700
Encumbered Amount: $0
Balance Remaining: $60,700

Note: Include $21,700 for implementation.

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Resolution GovWell - BHI(63462116.3)
2.	GovWell Agreement
3.	Bay Harbor Islands, FL - GovWell Sole Source Letter
4.	Public - Council Comments re Govwell

RESOLUTION NO. ___

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF A CONTRACT FOR DEPLOYMENT SERVICES, DATA MIGRATION SERVICES & ONGOING SUPPORT BETWEEN GOVWELL TECHNOLOIGIES, INC. AND THE TOWN OF BAY HARBOR ISLANDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, GovWell Technologies, Inc. ("GovWell") provides a software platform to support the Town's (a) building permits and inspections, (b) code enforcement, (c) planning & zoning, (d) business licenses and (e) contractor registration activities; and

WHEREAS, GovWell has a contract to provide the support services set forth as (a), (b) and (c) above to the Town of Penfield, New York ("Penfold"), pursuant to an Order Form approved by the Penfield Town Supervisor on December 4, 2025 (the "Penfield Agreement"); and

WHEREAS, GovWell has agreed to provide the Town with such support services for the same prices and terms as GovWell is providing to Penfold pursuant to the Penfold Agreement; and

WHEREAS, GovWell,, through Carahsoft Technology Corporation ("Carahsoft"), has an agreement to provide the support services described in (d) and (e) above pursuant to State of Utah Cooperative Contract for Cloud Solutions, Contract AR2472, as modified or supplemented by the Participating Addendum between the Carahsoft and the Florida Department of Management Services (the "Participating Addendum" and, collectively with the Master Agreement, the "Florida Agreement"); and

WHEREAS, GovWell has agreed to provide the Town with such support services for the same prices and terms as Carahsoft has agreed to provide pursuant to the Florida Agreement; and

WHEREAS, in light of the foregoing, the Town Council finds that waiving competitive bidding requirements for the Agreement with GovWell in accordance with Section 2-1.2(b) of the Town Code is in the best interest of the Town; and

WHEREAS, the Town Council hereby finds the Agreement between the Town and GovWell, attached hereto as Exhibit A, and made a part of this Resolution, to be in the best interest of the Town and its citizens.

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

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

Section 2. The Agreement between the Town and GovWell, 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 February, 2026.

ISAAC SALVER, MAYOR

ATTEST:

EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM:

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

GovWell Order Form - Bay Harbor Islands, FL

This Order Form, dated as of the Effective Date, is entered into by and between GovWell Technologies Inc. ("**GovWell**") and the customer identified below ("**Customer**"), and is subject to the Terms of Service (as defined below), which are incorporated by reference herein.

Customer: Town of Bay Harbor Islands, FL	**Effective Date:**
Customer Contact: Alexander Garcia	**Contact Email:** alexg@bayharborislands-fl.gov
Contact Phone: 786-218-7685	**Billing Contact:**
Billing Email:	**Billing Phone:**

1. SOFTWARE MODULES AND SERVICES.

The table below outlines the GovWell software modules and services included in Customer's purchase:

Software Module	Description	Annual Subscription Fee	Deployment Services Fees	Data Migration Services	Data Migration Fees
Building Permits & Inspections	Manage building permits, inspections, and plan review. Includes online portal for improving access and transparency to the public.	$14,000	$5,100	Data + Files	$2,800
Code Enforcement	Online citizen complaints + code enforcement case management.	$9,000	$3,300	Data + Files	$2,200
Planning & Zoning	Online planning & zoning applications, workflow management, meetings management, and plan review.	$8,000	$3,000	Data + Files	$1,800
Business Licenses	Manage business license applications and renewals.	$5,000	$1,000	Data + Files	$1,500
Contractor Registration	Manage contractor license applications & renewals.	$3,000	$500	Data + Files	$500
TOTALS		**$39,000**	**$12,900**		**$8,800**

2. SCOPE OF WORK.

By signing this Order Form, the Customer agrees to the Scope of Work ("SOW") attached as Exhibit A. The SOW outlines the specific services GovWell will provide, as well as the responsibilities of the Customer with respect to Deployment Services, Data Migration Services, Continuous Deployment Services, and Product Support. The Customer acknowledges that GovWell's obligations are limited to the hours and scope defined in the table below. Any services requested beyond these limits may incur additional fees, as described in the SOW.

Item	Quantity / Scope
Deployment Services	52 hours
Data Migration Services	41 hours
Staff Training	Seven (7) 60-minute sessions conducted via Zoom
Continuous Deployment Services	20 hours / year
Product Support	Included for free.

3. INITIAL TERM

Three (3) years, beginning on the Effective Date.

4. SUMMARY OF FEES AND TERMS

Item	Description
Deployment & Data Migration Services Fees (one-time)	$21,700
Annual Subscription Fees	$39,000
Total Year 1 Cost	$60,700
Annual Uplift	5% (not applicable during initial term)
Initial Term Invoice Schedule	Annual, invoiced on signing. Invoice schedule: • $60,700, invoiced on Effective Date • $39,000, invoiced one year after Effective Date • $39,000, invoiced two years after Effective Date
Renewal Procedure	Automatic 1 year renewal term, unless 30 days notice provided prior to renewal date

5. TERMS OF SERVICE.

The parties expressly acknowledge and agree that this Order Form, any appendices attached, and any amendments

hereto signed by the parties, is subject to and conditioned upon Customer's agreement to the Terms of Service located at http://www.govwell.com/terms (as amended from time to time, the "**Terms of Service**"). By signing below, Customer expressly acknowledges and agrees that it has reviewed the Terms of Service and agrees to be bound thereby. In the event of any inconsistency or conflict between the terms of this Order Form and the Terms of Service, the terms of this Order Form shall take precedence and govern solely with respect to the specific services, fees, and terms outlined herein, unless otherwise stated in the Terms of Service. All other provisions of the Terms of Service shall remain in full force and effect. Customer further acknowledges and agrees that by signing below, the person signing this Order Form has the authority to execute this Order Form on behalf of Customer. This Order Form may not be amended or modified, except in a writing signed by both Customer and GovWell.

AGREED AND ACCEPTED on behalf of the parties by their duly authorized representatives as of the Order Form Effective Date.

CUSTOMER:	GOVWELL TECHNOLOGIES INC.:
By (Signature):	**By (Signature):**
Name (Printed):	**Name (Printed):**
Title:	**Title:**
Date signed:	**Date signed:**

Exhibit A: Scope of Work
Deployment Services, Data Migration Services, & Ongoing Support

This Scope of Work ("SOW") outlines the services to be provided by GovWell in connection with the implementation of its software platform for the Customer, as well as the ongoing support and maintenance services that follow. It also defines the responsibilities of both the Customer and GovWell to ensure a smooth and effective onboarding experience and continued successful use of the platform. This SOW is incorporated into and governed by the terms of the applicable Order Form.

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1. Deployment Services

GovWell and the Customer will collaborate to deploy the GovWell software platform for the Customer's use. A dedicated GovWell Deployment Strategist will be assigned to the Customer to coordinate the deployment process and manage the activities necessary to ensure successful go-live of the platform (the "Deployment Services").

1.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully deploy the GovWell platform.

- **Regular meetings with GovWell Deployment Strategist.** Mutual consultations between Customer and the GovWell Deployment Strategist will be conducted via Zoom to define and document Customer's goals, timelines, and workflows; demonstrate deployment progress; and gather and incorporate Customer feedback throughout the deployment process.

- **System configuration.** GovWell will configure the software to reasonably align with the Customer's expressed needs, including setup of the online portal, relevant modules, workflows, forms, document templates, fee structures, inspection settings, user roles and permissions, and other applicable system components. While every effort will be made to reflect the Customer's requirements, configurations will be based on a commercially reasonable interpretation of those needs within the capabilities of the platform.

- **Staff training.** GovWell to conduct virtual training sessions for Customer staff via Zoom. Training sessions are limited to the quantity and duration specified in the Order Form. GovWell will also provide a library of digital training materials and guides, including video demonstrations of key functionality.

- **Integration with Geographic Information System (GIS).** GovWell will reach out to the Customer's designated GIS contact to initiate integration efforts. The Customer is responsible for providing accurate contact information, facilitating introductions, and ensuring their GIS team provides all necessary data in a timely manner. GovWell's ability to integrate is directly dependent on the completeness and responsiveness of the information shared by the Customer's GIS team. Timely access and communication are essential to ensure a smooth integration.

- **Configuration of online payment processing through GovWell.** The Customer is responsible for completing all onboarding forms required by GovWell's integrated payment processor, Finix. GovWell does not support the use of alternative payment processors.

1.2 Timeline

GovWell is committed to bringing the Customer live as quickly as possible and will make commercially reasonable efforts to do so. While the deployment timeline will be discussed and generally targeted during the deployment kickoff meeting, the inherently variable nature of deployment processes means that no specific timeline is guaranteed. GovWell is not responsible for delays resulting from incomplete or inaccurate inputs, delayed responses, or changes in the availability of key Customer personnel, including due to vacations, leave, or other time off.

1.3 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is necessary to achieve a smooth and effective deployment. Customer responsibilities include, but are not limited to:

- Assign a primary point of contact for each software module to coordinate deployment activities.
- Participate in scheduled virtual meetings with the GovWell Deployment Strategist.
- Submit all requested information and materials in the required formats and within specified timeframes.
- Review and test configurations, provide feedback and approvals to GovWell promptly.
- Complete all onboarding forms required by GovWell's integrated payment processor, Finix (GovWell does not support alternative payment processors).
- Facilitate an introduction to a point of contact responsible for GIS.

1.4 Exclusions & Terms

- Deployment Services do not include custom application development or third-party integrations (other than the ones specified in Section 1.1 (Scope).
- Additional Deployment Services beyond the initial scope may be subject to additional fees specified in section 4 of this SOW.

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2. Data Migration Services

GovWell and the Customer will collaborate to migrate the Customer's data into the GovWell software platform for the modules specified in the Order Form. A dedicated GovWell Data Expert will be assigned to coordinate the data migration process and manage the activities necessary to prepare the Customer's data for use within the platform (the "Data Migration Services").

2.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully migrate data into GovWell.

- Review and consultation with a GovWell Data Expert to determine project goals, which legacy data is relevant for migration, and appropriate mappings from into GovWell database model.
- Preparation of a written data migration plan for Customer approval.

- One-time import of structured tabular data into GovWell.

2.2 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is required to achieve a smooth and effective data migration. Customer responsibilities include, but are not limited to:

- **Primary point of contact.** Assign a primary point of contact to coordinate data migration activities in collaboration with GovWell representatives.

- **Data extraction and transfer.** Customer will extract or export source data from legacy systems and transfer to GovWell in structured file formats (e.g., CSV, Excel). GovWell requires two main exports: one export for analysis and planning, and a final export immediately prior to migration. If files are included in the Order Form, Customer will extract and transfer files and attachments to GovWell via SSH File Transfer Protocol or Secure File Transfer Protocol (SFTP). If Customer cannot export source data independently, Customer will be solely responsible for coordinating with their current software vendor to obtain the necessary data.

- **Meeting participation**. Participate in scheduled virtual meetings with a GovWell Data Expert to consult on project goals, answer questions, and facilitate the mapping of source data to the GovWell data model.

- **Migration Plan Approval.** The Customer is responsible for carefully reviewing the written data migration plan and must digitally approve it prior to execution. By approving the plan, the Customer acknowledges that the accuracy, completeness, and alignment of the migration with their expectations are their sole responsibility. GovWell is not liable for any errors, omissions, or outcomes resulting from decisions made or information provided by the Customer. In the event of adverse consequences arising from the approved plan, GovWell will make commercially reasonable efforts to remediate the issue; however, additional costs may apply.

- **Complete migration tasks.** GovWell will make reasonable efforts to place migrated records in the appropriate steps within workflows and minimize the work required by Customer. However, limitations in the source data—such as missing or incompatible information—may prevent certain records from being automatically mapped into the current workflows. In these cases, Customers may be responsible for manually moving records to the correct workflow steps, validating data accuracy, and relocating attachments as needed.

2.3 Exclusions & Terms

In connection with GovWell's standard data migration services, the following are not in scope:

- Verification of source data accuracy, completeness, or quality.

- Data cleaning or validation of source data (e.g., spelling corrections, field splitting, schema mismatch resolution).

- Digitization of physical documents.

- Transforming scanned or handwritten documents into structured data.

- Imports of data that lack sufficient detail to generate a complete and usable entity in GovWell, such as a permit without a permit number or an inspection without a date of completion.

- Training sessions for Customer residents or the public.
- Additional Deployment Services beyond the scope may be subject to additional fees specified in section 4 of this SOW.

2.4 Timelines

GovWell is committed to making the data migration process as smooth and efficient as possible and will make commercially reasonable efforts to support Customer throughout. While timelines will be established and generally targeted during the deployment kickoff meeting, the complexity and variability of data migration means that no specific timeline or outcome can be guaranteed. GovWell is not responsible for delays or limitations resulting from incomplete, inconsistent, or improperly formatted source data, lack of access to required systems, or delays in Customer responses or availability—including due to vacations, leave, or other time off taken by key Customer personnel. This also includes situations where third-party vendors fail to provide data in a timely manner or where the Customer provides critical data, such as large files or datasets, at the last minute (e.g., under 5 days before the scheduled migration). Such circumstances can impact the migration timeline and overall project success, and any resulting delays or additional costs will not be the responsibility of GovWell.

To maintain the integrity and accuracy of the data migration, all configuration changes must be completed prior to the migration process. Because many configuration changes commonly occur after go-live as the platform is fine-tuned to meet the Customer's needs (e.g. modifying the process for a Solar Panel permit or adding required inspections for an Electrical permit), GovWell schedules data migration to take place only after the platform has gone live with the finalized configuration. Performing data migration before finalizing these changes risks data inconsistencies and errors, which can lead to significant additional work and may result in additional fees. This approach helps ensure a clean, reliable migration and a stable platform for ongoing use.

There will be a minimum of five (5) business days between GovWell's receipt of final data and the point at which that data will be accessible and usable within the GovWell system.

Longer timeframes may result from:

- Incomplete or incorrect file formatting.
- Customer-requested changes to migration plan or platform configuration.
- Transfer issues or SFTP protocol delays.

2.5 Limitations

Customer acknowledges that GovWell is not responsible for the quality, completeness, or accuracy of the source data provided for migration. The quality of the source data can directly impact the quality of the data as it appears and functions within the GovWell platform. Data migrations are inherently imperfect, and not all data or structures from legacy systems can be mapped precisely to the new environment. While GovWell will make commercially reasonable efforts to ensure a successful and functional migration, some migrated records may not process as expected. This may include data appearing differently than in the original system, missing or partially mapped fields, or workflows and automations not functioning as intended.

2.6 Post-Migration Support and Customer Responsibilities

Customer is responsible for carefully reviewing the migration plan to ensure it aligns with their expectations and digitally signing prior to execution. Any data not listed in the migration plan will not be migrated by GovWell. Following the completion of the data migration, GovWell is committed to supporting Customer in addressing issues that may arise, including assisting with reasonable data adjustments if certain records did not migrate as intended.

GovWell will make good faith efforts to resolve issues resulting from errors or discrepancies within the scope of the approved plan. Any post-migration adjustments must be scheduled in advance and are subject to GovWell's availability. Significant or time-intensive requests may incur additional charges, as outlined in section 4 of the SOW.

2.7 Service Hours

Data migration service hours are limited to the number of hours specified in the applicable Order Form. These hours cover all activities related to the data migration process, including planning, execution, validation, issue resolution, and consultations. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in section 4 of this SOW.

2.8 Data Security

- If data that Customer intends to migrate contains Sensitive Personally Identifiable Information (SPII), Customer must notify GovWell in advance of sharing the data. SPII includes, but is not limited to, Social Security Numbers, Federal Tax Identification Numbers, Employer Identification Numbers, and other sensitive personal or organizational identifiers,
- All SPII must be transferred via GovWell's secure SFTP channel.
- GovWell is not responsible for data exposure resulting from insecure transmission methods (e.g., email).

3. Continuous Deployment & Product Support Services

GovWell will collaborate with the Customer to provide ongoing support and ensure the GovWell software platform continues to meet Customer's needs following deployment. A new GovWell Deployment Strategist will be assigned after go-live to coordinate support activities and manage the services necessary to ensure the continued successful use and optimization of the platform. In addition to this service, GovWell also offers regular product support channels to address general inquiries, technical issues, and troubleshooting needs.

3.1 Overview

Following the initial deployment, GovWell will provide ongoing support to help the Customer maintain effective use of the platform. This includes two types of services: (1) Continuous Deployment Services: for configuration changes, training, and strategic guidance, and (2) Product Support: for general inquiries, technical support and issue resolution. GovWell may adjust the nature and frequency of these support activities over time based on the Customer's usage of the platform and evolving needs.

3.2 Scope

Requests involving configuration changes, consultations, or training sessions may count against the Customer's allotted Continuous Deployment Services hours as outlined in the Order Form. Technical support inquiries—such as those related to login issues, bug reports, or basic troubleshooting—are not counted against service hours and are addressed through GovWell's regular support channels.

All major service requests submitted through any channel—regardless of whether routed through Deployment Strategists or general support—will be assessed for inclusion in Deployment Services hours. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in Section 4 of this SOW. GovWell will notify Customer in advance of reaching their service hour limit.

The following activities are included in Continuous Deployment Services:

- Configuration changes: Any updates to settings, record types, workflows, fields, templates, etc.
- Consultations: Strategic guidance, best practices, and process mapping.
- Training sessions: Live or recorded training for new staff, refresher sessions, or training on specific modules or features.
- Other service-related tasks: Any request that requires a GovWell team member to perform work beyond a basic fix or answer—for example, correcting misentered data, adjusting a process flow, or preparing a custom report.

The following are not included in Continuous Deployment Services, and are covered by Product Support:

- Bug reports and resolution.
- Login/access issues.
- Basic troubleshooting and how-to questions (e.g., "How do I export a report?").

4. Out-of-Scope Services & Hourly Rates

GovWell is committed to delivering successful Deployment, Data Migration, Continuous Deployment, and Product Support services within the scope and hours outlined in the Order Form. GovWell understands that needs may evolve and additional work may sometimes be necessary to ensure a smooth experience. If the required effort exceeds the included hours or scope, GovWell will communicate with the Customer before proceeding. Any work beyond the agreed scope will only move forward with mutual consent and may be billed at GovWell's standard rates as a last resort.

- Deployment Services: $150 per hour
- Data Migration Services: $200 per hour
- Continuous Deployment Services: $150 per hour

GovWell Technologies Inc.
25 W 36th St.
Floor 10
New York, NY 10018
www.govwell.com

Alexander Garcia
Building Official
City of Bay Harbor Islands, FL
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

RE: GovWell Technologies Inc., Sole Source Documentation

Dear Mr. Garcia,

Please accept this letter as confirmation that GovWell Technologies Inc. is the sole provider of the GovWell software platform and the only vendor capable of meeting the City of Bay Harbor Islands' operational and functional requirements for a unified solution supporting the following functions:

- Building Permits
- Planning & Zoning
- Code Enforcement
- Business Licenses
- Contractor Registration

While other software vendors exist in the broader market for permitting and regulatory management, the City has determined that no other provider offers a product that is reasonably comparable in scope, integration, configuration flexibility, and support model for the City's specific needs.

GovWell is uniquely designed to serve small to mid-sized municipalities and provides a single, fully integrated platform that consolidates all of the above functions without the need for third-party systems, add-on modules, or custom development.

The GovWell software platform includes the following capabilities:

- **Building Permits module** with native, fully built-in electronic plan review, configurable workflows aligned to local ordinances, AI-powered pre-check functionality to reduce incomplete submissions, and end-to-end online permitting from application through issuance.
- **Planning & Zoning module** with integrated electronic plan review, configurable review routing and approvals, meeting coordination support, automated applicant

GovWell Technologies Inc.
25 W 36th St.
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New York, NY 10018
www.govwell.com

notifications, and public-facing tracking to improve transparency and reduce staff inquiries.

- **Code Enforcement module** with integrated case management tied to property, permit, and licensing records; scheduling and linkage of cases to hearings and meetings; mobile-friendly inspections; and automated reporting to support enforcement actions and hearings.
- **Business Licenses module** with online applications and renewals, configurable license types and fee structures, automated expiration tracking and notifications, document management, and integrated payment processing.
- **Contractor Registration module** with automated registration and renewal workflows, insurance and license tracking with expiration enforcement, and real-time verification during permit submission to ensure compliance.

The City further determined that alternative vendors offering portions of these services typically rely on separate systems, third-party plan review tools, manual processes, or limited configurability, which would result in additional cost, increased administrative burden, and reduced operational efficiency. As such, those solutions are not considered functionally equivalent or practical substitutes for GovWell.

Additionally, GovWell Technologies Inc. is the sole developer, owner, and authorized provider of the GovWell software platform and is the only entity capable of supporting, maintaining, updating, or modifying the software. GovWell also provides hands-on implementation and ongoing support through a dedicated Deployment Strategist, which is included as part of the service offering and is not available from competing providers in a comparable manner.

Based on this evaluation, GovWell Technologies Inc. represents a sole source provider for the City of Bay Harbor Islands' permitting, planning, code enforcement, and licensing software needs.

Please contact me if you have any questions at 920-360-4496.

Sincerely,

Troy LeCaire
Chief Executive Officer
GovWell Technologies Inc.
Email: troy@govwell.com
Phone: 920-360-4496

GovWell Technologies Inc.
25 W 36th St.
Floor 10
New York, NY 10018
www.govwell.com

Gerald Bryan

Subject: FW: GOVWELL

From: Liam Shaw <liam@govwell.com>
Sent: Thursday, February 12, 2026 5:24 PM
To: Gerald Bryan <gbryan@bayharborislands-fl.gov>
Cc: Alexander Garcia <alexg@bayharborislands-fl.gov>; Ahmand Johnson <Ahmand.Johnson@gmlaw.com>; Skip Miller <skip.miller@gmlaw.com>; Lindsley Noel <lnoel@bayharborislands-fl.gov>
Subject: Re: GOVWELL

Hi Tony,

I spoke with our product team, & that is a capability that GovWell has. When customers set up their public portal, they can choose to make that data (including the files) accessible to the public. Unfortunately, none of our Florida customers have that enabled, which is why Mr. Sanchez could not find anything on their portals.

To Councilmember Fuller's comments, one of the reasons Alex selected GovWell as the city's community development software provider is because of the configurability of the software. This includes the format in which data is reported to the public.

We'll be able to comply with whatever the state of Florida mandates in terms of public facing data in GovWell. Let me know what else we need to do from here, or if setting up a call would be helpful.

Thank you,
Liam

On Thu, Feb 12, 2026 at 12:28 PM Gerald Bryan <gbryan@bayharborislands-fl.gov> wrote:

> Liam,
>
> The council deferred this item. Please provide a response Mr. Sanchez public comments regarding our Govwell capability to allow us to attach building permit and code compliance documents and for the public ability to view and download those attachments.
>
> You can listen to his comments by clicking this link and scrolling to the 58:00-minute mark in the video. Please listen to Councilmember Fuller's comments directly after as well.
>
> Ahmand / Skip, if either of you have any information regarding the proposed legislation that Councilmember Fuller was referring to please send it to me so I can review.
>
> Thanks,
>
> https://bayharborislandsfl.portal.civicclerk.com/event/2977/media

Gerald (Tony) Bryan, CPA, CPFO
Town of Bay Harbor Islands
Finance Director
1030 95th Street
Bay Harbor Islands, Florida 33154
305.315.2731 | Office
305.458.9503 | Cell
gbryan@bayharborislands-fl.gov
www.bayharborislands-fl.gov



Please note: Florida has a very broad public records law. Most written communications to or from Town officials regarding Town business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

AGENDA ITEM REPORT
March 12, 2026

ITEM NUMBER: 13.

ITEM: Authorization to Accept Miami-Dade County Grant Funds in the amount of $25,000 for the Temporary Town Hall and Police Department Complex. - Town Manager

DESCRIPTION:
The Town submitted an Application for Allocation of Funds to Miami-Dade County on February 4, 2026, requesting financial assistance for the temporary complex project. The application was filed through the District 4 Commissioner's office and requested funding to help offset costs associated with establishing temporary facilities.

Miami-Dade County has awarded the Town **$25,000** to support the Town Hall and Police Department Temporary Complex project. This allocation represents discretionary funding made available through the County Commission process.

In accordance with Miami-Dade County procedures, formal acceptance of grant funds requires authorization by the Town Council. By accepting these funds, the Town agrees to:
- Utilize funds for the approved project purpose as described in the application
- Maintain invoices and payment documentation for a minimum of five years
- Comply with all civil rights and non-discrimination requirements
- Make records available for audit by County oversight entities
- Refrain from using funds for prohibited purposes, including political donations or lobbying

RECOMMENDED ACTION:
Authorize the Town Manager to accept the $25,000 grant award from Miami-Dade County for the Town Hall and Police Department Temporary Complex project.

FINANCIAL ANALYSIS:
Elsewhere on tonight's agenda, we have an item to budget and appropriate these grant funds for payment of expenses associated with the temporary Town Hall facility.

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	02-04-26 Application for Allocation of Funds
2.	Resolution Accepting Grant Funds-ITEM 13

Application for Allocation of Funds

2/4/2026
DATE

W9 Form Must be Submitted with Application

4
COMMISSION DISTRICT

For Applicant Use:

Town of Bay Harbor Islands
Legal Name of Recipient Organization or Municipality

Town Hall and Police Department Temporary Complex
Description of Capital Project to be Funded

25,000
Amount Requested

1030 95 Street, Bay Harbor Islands, FL 33154
Organization Address (as listed on W9 form and Corporate Documents) City, State and Zip Code

Lindsley Noel, MAcc
Organization Contact Person

305-866-6241
Contact Number(s)

LNoel@bayharborislands-fl.gov
E-mail Address

By the acceptance of these funds, the recipient Applicant agrees to provide the services in the above described project. Signing the application affirms you have read and agree to comply with all requirements detailed on page 2 of this application.

Town of Bay Harbor Islands
Recipient Organization/Municipality

(Organization Seal)

Attest Evelyn Herbello, MMC
Recipient Organization Secretary

Signature of City Manager

Lindsley Noel
Type or Print Name

2/4/2026
Date

For Commission Office Use: Please submit form to Office of Policy and Budgetary Affairs at: CBOFORMS@miamidade.gov

Amount Allocated: $_____

Legistar or Resolution Number: _____

Memorandum Request Date: _____
(memorandum must be attached)

BCC Meeting Date: _____

Source:

- ☐ Discretionary Reserve
- ☐ Office Budget Funds
- ☐ Stroller Parking Funds
- ☐ Arena Naming Rights Funds as defined by R-238-21
- ☐ Marlins Settlement Funds as defined in R-226-21
- ☐ District Designated Program

APPROVED_____
Commissioner's Signature Date

For Departmental Use:

ATTEST: Miami-Dade County, Florida
Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: _____
Deputy Clerk

INFORMS Supplier ID: _____

Civil Rights: The Organization agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 § U.S.C. 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Rehabilitation Act; the Federal Transit Act, 49 U.S.C. § 1612; the Fair Housing Act, 42 U.S.C. § 3601 et. seq; and the Domestic Violence Leave Ordinance, codified as § 11A -60 et. seq. of the Miami-Dade County Code.

Payment Procedures

The recipient Applicant shall submit proof of active federal tax classification by providing, as part of application, a completed W-9 form.

Use of Funds

The recipient organization understands by the acceptance of these funds, it agrees to provide the services described on the application form and as approved by the Commissioner allocating the funds.

The recipient Applicant understands that allocations made from the Arena Naming Rights Funds and the Marlins Settlement Funds set specific parameters for the use of funds, detailed in Resolutions, R-238-21 and R-226-21, respectively.

Prohibited Use of Funds: The Applicant shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any other of its agents, instrumentalities, employees, or officials. The Applicant shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials. Funding shall not be used for political donations or lobbying.

Audits

The recipient Applicant must keep on file all invoices and payment documentation associated with this agreement/application for a period of no less than five (5) years from the date of acceptance of funds.

Office of Commission Auditor. Miami-Dade County has established the Office of the Commission Auditor, which is empowered to perform financial and compliance audits to determine whether financial operations are being properly conducted, whether the financial reports of the audited department, agency or entity are presented fairly, and whether the agency, department or entity has complied with the applicable requirements and regulations. Applicant agrees that the Commission Auditor may conduct audits to ensure that the Applicant has used funds appropriately and has complied with the fiscal and legislative policies of the Board of County Commissioners.

Office of Miami-Dade Inspector General. Miami-Dade County has established the Office of Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each agreement. Grant recipients are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total agreement amount.

Independent Private Sector Inspector General Review. Pursuant to Miami-Dade County Administrative Order 3-20, the Applicant is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so and at the County's expense. The Applicant shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and copying, including documents held by sub-consultants' assignees. The County may conduct other audits or investigations, as it deems reasonable. The terms of this Section shall not impose any liability on the County by the Applicant or any third party.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE ACCEPTANCE OF MIAMI-DADE COUNTY GRANT FUNDS IN THE AMOUNT OF $25,000 TO SUPPORT THE TEMPORARY TOWN HALL AND POLICE DEPARTMENT COMPLEX PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY RELATED DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands ("Town") submitted an Application for Allocation of Funds to Miami-Dade County on February 4, 2026, requesting financial assistance to help offset costs associated with the establishment of a Temporary Town Hall and Police Department Complex; and

WHEREAS, the application was submitted through the Miami-Dade County District 4 Commissioner's Office and requested funding to support the Town's temporary facilities project; and

WHEREAS, Miami-Dade County has awarded the Town grant funding in the amount of $25,000 to assist with costs associated with the Temporary Town Hall and Police Department Complex project; and

WHEREAS, the funding represents discretionary funds allocated through the Miami-Dade County Commission process; and

WHEREAS, pursuant to Miami-Dade County requirements, formal acceptance of the grant funds must be authorized by the Town Council; and

WHEREAS, by accepting the grant funds, the Town agrees to utilize the funds for the approved project purpose, maintain invoices and payment documentation for a minimum of five (5) years, comply with applicable civil rights and non-discrimination requirements, make records available for audit by County oversight entities, and refrain from using the funds for prohibited purposes including political donations or lobbying; and

WHEREAS, the Town Council finds that accepting the grant funding is in the best interest of the Town and will assist in offsetting costs associated with establishing the Temporary Town Hall and Police Department Complex.

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

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

Section 2 Authorization to Accept Grant Funds. The Town Council hereby authorizes the acceptance of Miami-Dade County grant funds in the amount of Twenty-Five Thousand Dollars ($25,000) to support the Temporary Town Hall and Police Department Complex project.

Section 3 Authorization of Town Manager. The Town Manager is hereby authorized to execute any grant agreements, certifications, or related documents necessary to accept and administer the grant funds, subject to approval as to form by the Town Attorney.

Section 4 Implementation. The Town Manager and Town staff are authorized to take any actions necessary to implement the provisions of this Resolution and to ensure compliance with all applicable Miami-Dade County grant requirements.

Section 5 Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution.

Section 6 Conflicts. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 7 Effective Date. This Resolution shall take effect upon its passage and adoption

PASSED and ADOPTED this 12th day of March, 2026.

Motion By: _____

Second By: _____

FINAL ADOPTION VOTE:

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:

_____
MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: Tania Cruz-Gimenez, Esq.

AGENDA ITEM REPORT
March 12, 2026

ITEM NUMBER: 14.

ITEM: Consideration and Approval FY 2025-2026 Budget Amendment — Town Manager

DESCRIPTION:
We are proposing to amend the FY2025-26 budget as follows:

General Fund

- $49,880 to populate a resident-facing public Capital Improvement Program (CIP) portal.

General Capital Projects Fund

- Increase the Parks and Recreation Department budget by $138,500 to make improvements to Scott Winters Park ($130,000) and the Tennis Center ($8,500) — funded by an appropriation from the Capital Projects Fund Balance

  - **Scott Winters Park** – Includes the refurbishment of playground equipment and replacement of the PIP surface with artificial turf. Refurbishment work will consist of pressure washing, sanding, and repainting of all playground equipment, benches, picnic tables, and shade structure posts, as well as resurfacing of the splash pad to ensure a safe, anti-slip surface. Additional improvements include replacement of multipurpose field nets, fence gate repairs, and installation of a new bike rack. *(Note: The park currently does not have a bike rack.)* **Total: $130,000**
  - **Tennis Center** – Replacement/addition of windscreen featuring the Town Seal. **Total: $8,500**

- Increase the Public Building Department budget by $25,000 to make improvements to the Temporary Town Hall Complex - funded by a grant from Miami-Dade County.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	FY26 Budget Resolution
2.	FY26 Budget Resolution _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".

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 March, 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	960,300	1,010,180	49,880	Appropriation from fund balance
301 - General Capital Projects	9990-382010	1,725,130	1,863,630	138,500	Appropriation from fund balance
301 - General Capital Projects	9990-337700	-	25,000	25,000	Grant from Miami-Dade County for Improvements to Temporary Town Hall Complex
	Total Revenues			**$ 213,380**	

EXPENDITURES

Fund	Department	Current	Proposed	Variance	Explanation
001 - General	5120 - Office of Town Manager	559,900	609,780	49,880	To populate Capital Improvement Plan Project Management Dashboard
301 - General Capital Projects	5190 - Public Buildings	1,990,000	2,015,000	25,000	Grant funded Improvements to Temporary Town Hall Complex
	5720 - Parks and Recreation	270,130	408,630	138,500	Improvements to Scott Winters Park ($130,000); improvements to Tennis Center ($8,500)
	Total Expenditures			**$ 213,380**	

AGENDA ITEM REPORT
March 12, 2026

ITEM NUMBER: 15.

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 Bal Harbour Village Police Department for shared law enforcement services - Town Manager.

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 Bal Harbour Village 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 and Bal Harbour Village Mutual Aid Agreement
2.	MUTUAL AID AGREEMENT TBHI PD Bal Harbour Village PD
3.	JOINT DECLARATION BETWEEN BAL HARBOUR VILLAGE 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 BAL HARBOUR VILLAGE POLICE DEPARTMENT 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 Bal Harbour Village, 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 Bal Harbour Village 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 Bal Harbour Village, 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 Bal Harbour Village, 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 Bal Harbour Village, 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 Bal Harbour Village, 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 Bal Harbour Village, Florida.

Section 4. Effective Date. This Resolution shall be effective upon adoption.

PASSED and ADOPTED this 12th day of March, 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:

_____

MCCARTER AND ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: Tania Cruz-Gimenez, Esq.

MUTUAL AID AGREEMENT
Between the Town of Bay Harbor Islands Police Department
and Bal Harbour Village Police Department

WHEREAS, it is the responsibility of the governments of the **Town of Bay Harbor Islands,** Florida and **Bal Harbour Village,** 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 **Bal Harbour Village 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 **Bal Harbour Village 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	Jorge M. Gonzalez
Town Manager	Village Manager
Town of Bay Harbor Islands, Florida	Bal Harbour Village, Florida
ATTEST:	ATTEST:
_____	_____
Evelyn Herbello, MMC	Dwight S. Danie
Town Clerk	Village Clerk
Town of Bay Harbor Islands, Florida	Bal Harbour Village, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____	_____
McCarter and English, LLP	Weiss Serota Helfman Cole & Bierman
Tania Cruz-Gimenez, Esquire	Susan L. Trevarthen, Esquire
Interim Town Attorney	Town Attorney
Town of Bay Harbor Islands, Florida	Bal Harbour Village, 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 BAL HARBOUR VILLAGE 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 Bal Harbour Village, 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_____.

_____	_____
Raleigh M. Flowers, Jr. Chief of Police Bal Harbour Village, Florida	Luis Alvarez Chief of Police Town of Bay Harbor Islands, Florida
Date: _____	Date: _____
ATTEST:	ATTEST:
_____	_____
Dwight S. Danie Village Clerk Bal Harbour Village, Florida	Evelyn Herbello, MMC Town Clerk Town of Bay Harbor Islands, Florida
Date:_____	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
ALAN SCHWARTZSEID, B.C.S.*
LAUREN T. SCHWARZFELD
JAY S. LEVIN
STUART M. SMITH
BENJAMIN L. HEYDLAUFF
JOSEPH C. STAYANOFF
ZACHARY S. MORSE
CHRISTOPHER B. POSNER
DAVID DILTS
ANDREW D. FITZPATRICK
CHARLES NIX
ANTHONY J. RENALDO
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LISA A. MAGILL, B.C.S.*, OF COUNSEL

Kaye Bender Rembaum, P.L.
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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.

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

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				10,638 SF
TOTAL CONSTRUCTION AREA				117,233 SF

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 SUBMI 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 05/20/2015
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 954.447.1832 / F 305.856.0742

Project:
BIJOU
9901 EAST BAY HARBOR DRIVE BAY HARBOR ISLAND / FLORIDA 33154

ARCHITECT OF RECORD
CHARLES H. BENSON & ASSOCIATES, 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 AR14022 REGISTERED ARCHITECT
MAY 25 2016

THESE DRAWINGS AND COPIES THEREOF FURNISHED BY THE ARCHITECT ARE THE PROPERTY OF MESCH, CLEGG, 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
# OCCUPANTS THIS ROOM / DIRECTION OF REQUIRED EGRESS	
CUMULATIVE # OF OCCUPANTS ALONG THIS REQUIRED PATH OF EGRESS	
FHC	FHWC HARDWARE
90	90 MIN. "B" LABEL DOOR NON-CLOSER
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
	48" FLUORESCENT LIGHT FIXTURE WET LOCATION
	LITHONIA DLS05 (IN/SMILED 11.2W LED 120 VOLTS WALL DECO, WALL SCONCE @ CLOSETS
CAPR7S-XX'-WWL 12 LED 1.5W 12V INDOOR STANDARD	
MT-3.2021SW-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	
LB100 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	
DSXHO LITHONIA 20 LED WALL LUMINAIRE WITH 90' EMERGENCY BATTERY BACK UP	
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)	0SF OR SF	/15	48
LOUNGE	913.00 SF	/15	61
STORAGE	1091.32 SF	/300	4
PARKING	5580.22 SF	/200	28
TOTAL			136
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	UNSPRK.	SPRK.	NFPA CHAPTERS 31, 39 & 42: COMMON PATH, TRAVEL DISTANCE, DEAD END LENGTH: COMMON PATH LIMIT (ft)	UNSPRK.	SPRK.	MAX. TRAVEL DIST. TO EXIT (ft)	UNSPRK.	SPRK.	MAXIMUM DEAD END CORRIDOR LENGTH (ft)	UNSPRK.	SPRK.
New Apartment Building		0.2	0.3	35	22	(50)	100	(250)	200	50	(250)	
New Apartment Building **		0.2	0.3				75	(125)				
Assembly		0.2	0.3	75	51	(75)	390	(250)	250	75	(250)	
Storage-Parking		0.2	0.3	50	34	(50)	150	(250)	200	50	(250)	

** 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

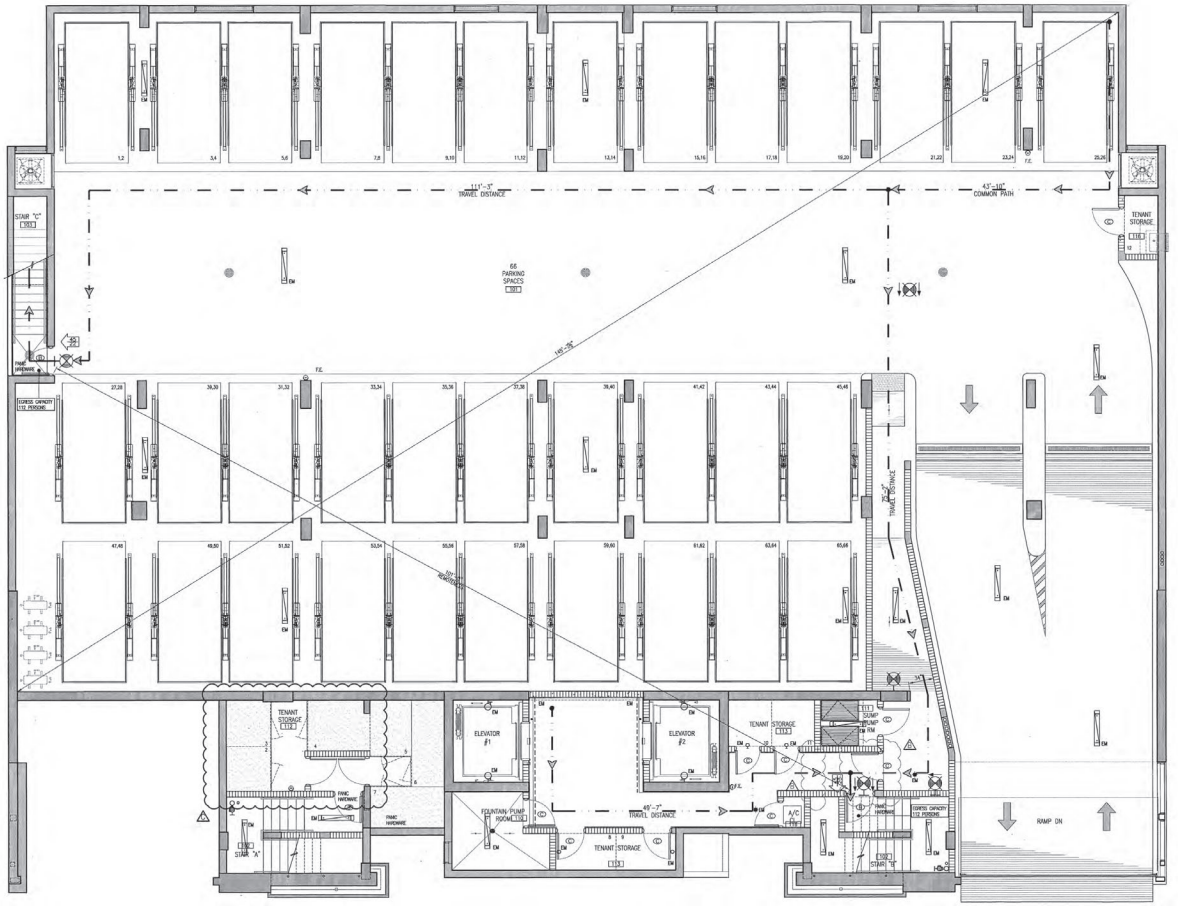
FIRE RESISTANCE RATING BASED ON TABLE 601 & 602 F.B.C. 2010

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 ELEMENTS:
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, 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 CTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.



FIRE EXTINGUISHERS SHALL BE INSTALLED PER NFPA 10.

APPROVED
MIAMI-DADE COUNTY FIRE DEPARTMENT
FIRE ALARM
FIRE SUPPRESSION
DATE: 6/8/17 BY: JR

LIFE SAFETY 1st LEVEL PARKING FLOOR PLAN

SCALE: 3/64" = 1'-0"

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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MIAMI, FLORIDA 33131
T 305.740.1950

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LANDSCAPE ARCHITECT
J.F.S. DESING Inc.
1833 NW 140TH TERR.
PEMBROKE PINES, FL 33028
T 954.447.1852 / F 305.856.0742

Project:
BIJOU
9521 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. 42,196

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STATE OF FLORIDA CHARLES H. BENSON LICENSED ARCHITECT
MAY 9 2017
AR0014022

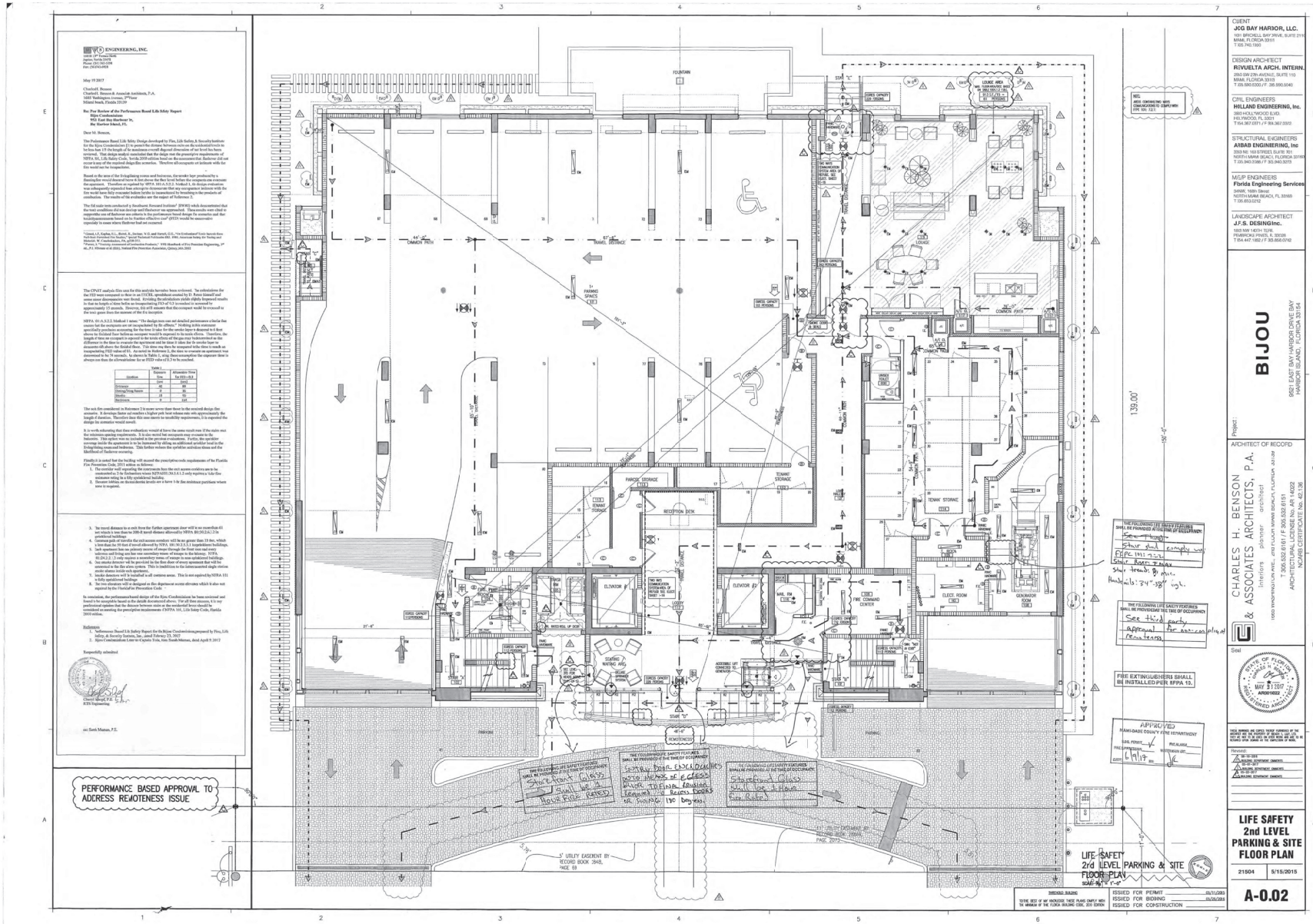
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Revised:
1. 08-19-2015 BUILDING DEPARTMENT COMMENTS.
2. 09-21-2015 BUILDING DEPARTMENT COMMENTS.
3. 10-21-2015 BUILDING DEPARTMENT COMMENTS.

LIFE SAFETY 1st LEVEL PARKING FLOOR PLAN

21504 | 5/15/2015

A-0.01



PERFORMANCE BASED APPROVAL TO ADDRESS REWOTENESS ISSUE

LIFE SAFETY 2nd LEVEL PARKING & SITE FLOOR PLAN
SCALE: 1/8" = 1'-0"

ISSUED FOR PERMIT	05/11/2015
ISSUED FOR BIDDING	05/26/2015
ISSUED FOR CONSTRUCTION	

THE WORK DESCRIBED IN THESE PLANS COMPLY WITH THE MINIMUM OF THE FLORIDA BUILDING CODE, 2014 EDITION

ENGINEERING, INC.
14018 128th Terrace North
Jupiter, Florida 33478
Phone: (561)818-0828
Fax: (561)818-0828

May 19 2017

Chatzoff, Benson
Chatzoff, Benson & Associate Architects, P.A.
1688 Washington Avenue, 2nd Floor
Miami beach, Florida 33139

Re: Fire 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 lobby in the event of a fire in the apartment has been reviewed. The report has been reviewed. That design sought to conclude that the design met the prescriptive requirements of NFPA 101, Life Safety Code, but the 2018 edition based on the assessment that flashover did not occur in any of the required design fire scenarios. Therefore all occupants or inclusive with fire fire would not be incapacitated.

Based on the area of the living/dining rooms and bedrooms, the worker layer produced by a flaming fire would descend below 6 feet above the their level before the occupants can evacuate the apartment. Therefore as required by NFPA 101 6.3.2.2. Method 1, its design evaluation was subsequently expanded base attempts to demonstrate that any occupancy inclusive with the fire would have fully evacuated before he/she is incapacitated by breathing in the products of combustion. The results of the evaluation are the output of Reference 2.

The full scale tests conducted a flashover Forward Institute" (FSRI) which documented that the tenir 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 to flashov effective Icon" (FED) would be unsuccessive repeatedly in some where flashover had not occurred

[1] Gmurl, A.F., Kuphu, E.L., Bizzel, R., Davison, V. G. and Hartzell, G.E., "An Evaluation of Total Smoke Hazard Based Full-Scale Furnished Fire Studies," Special Technical Publication 881, 1984, American Society for Testing and Material, W. Conshohocken, PA, pp546-567.
[2] Klote, J.H. and Milke, J.A., "Principles of Smoke Management Products," SFPE Handbook of Fire Protection Engineering, 3rd ed., P.J. Dilonan et al (Eds), National Fire Protection Association, Quincy, MA 2003

The CPAST analysis files says for this analysis hereafter been reviewed. 7as calculations the the FED were compared to their in an ITCHL spreadsheet created by D. Peter Stanoff and Associates, Inc. (Reference 3) and the Excel file provided by Fire, Life Safety. The comparison results in 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 evacuat to the very green 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 ensures that the occupants are not incapacitated by fire effluent." Nothing in this statement specifically precludes accounting for the time it take for the smoke layer's descend to 6 feet above to 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 time it takes for the smoke layer to descend from the ceiling to 6 feet above the floor of the elements 6ft above the finished floor. 7 lit time may then be compared tothe time it a much 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, sing these exceptfor the exposure time is always ess than the allowabletime for an FED value 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, if the occupants met this one meets he tenability requirements, it is expected the design for scenarios would aswell.

It is worth educating that these evaluations would al leave the same result ven if the stairs met the minimum spacing requirements. It is also noted but occupants may evcuate to the lobby/ground floor via the stairs and not the elevators. Therefore, the fact that the smoke detector coverage inside the apartment is to be bannered by idling an additional corridor load to the living/dining roomsand bedrooms. This further reduces the sprinkler activation times and the likelihood of flashover occuring.

Finally,it is noted for the buiding will exceed the prescriptivecode requirements of the Florida Fire Prevention Code, 2015 edition as follows:

1. The corridor wall separating the roomsmets fum the exit access corridors are to be contructed to 2-hr fireburnites where NFPA101/30.3.6.1.2 only requires a 1ahr fire resistance rating in a fully sprinklered building.
2. Smoke detectors on thesecondm levels set a have 1-hr fire resistance partition where none is required.
3. The travel distance to a exit from the furthest apartment door will le no more than 61 feet which is less than to 200-ft travel distance allowed by NFPA 101/30.2.6.1.2.3a
4. Common path of travelin the exit access corridors will be no greater than 20 feet, which a lotet than the 50 feet if travel allowed by NFPA 101/30.2.5.5.1 forprehitmen buildings.
5. Each apartment has on primary means of escape through the front iron rail every unlivrou and living any has one secondary mean of escape to the kitenay. NFPA 101/30.2.2.4.5.1 allows only one means of escape for residential occupancies.
6. Aux smoke detector will be provided in the fire door of every apratment 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 residential occupancies.
8. Tw=o elevators will e designed as fire dopreleast acsess elevators which it also not required by the FloridaFire Prevention Code.

In conclusion, the performancebased design of the Ejou Condominium has been reviewed and found to be consistent with the intent of the Florida Fire Prevention Code, and to comply to my professional opinion that the distance between stairs on the residential leves should be considered as meeting the prescriptive requirements f NFPA 101, Life Safety Code, Florida 2018 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 Cayenis Trok, from Sarah Maman, dated April 9 2017

Respectfully submitted

Cheryl Abed, P.E.
RTS Engineering

cc: Sarh Maman, P.E.

CLIENT	**JCG BAY HARBOR, LLC.** 1001 BRICKELL BAY DRIVE, SUITE 2110 MIAMI, FLORIDA 33311 T 305.740.1000
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LANDSCAPE ARCHITECT	**J.F.S. DESIGNInc.** 1853 NW 140TH TERR. PEMBROKE PINES, FL 33028 T 954.447.1852 / F 305.856.0762

Project:
BIJOU
9521 EAST BAY HARBOR DRIVE BAY HARBOR ISLAND, FLORIDA 33154

ARCHITECT OF RECORD
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ARCHITECTURAL LICENSE No. AR 14022
NCARB CERTIFICATE No. 42136

Seal
STATE OF FLORIDA
CHARLES H. BENSON
MAY 11 2017
AR0014022
REGISTERED ARCHITECT

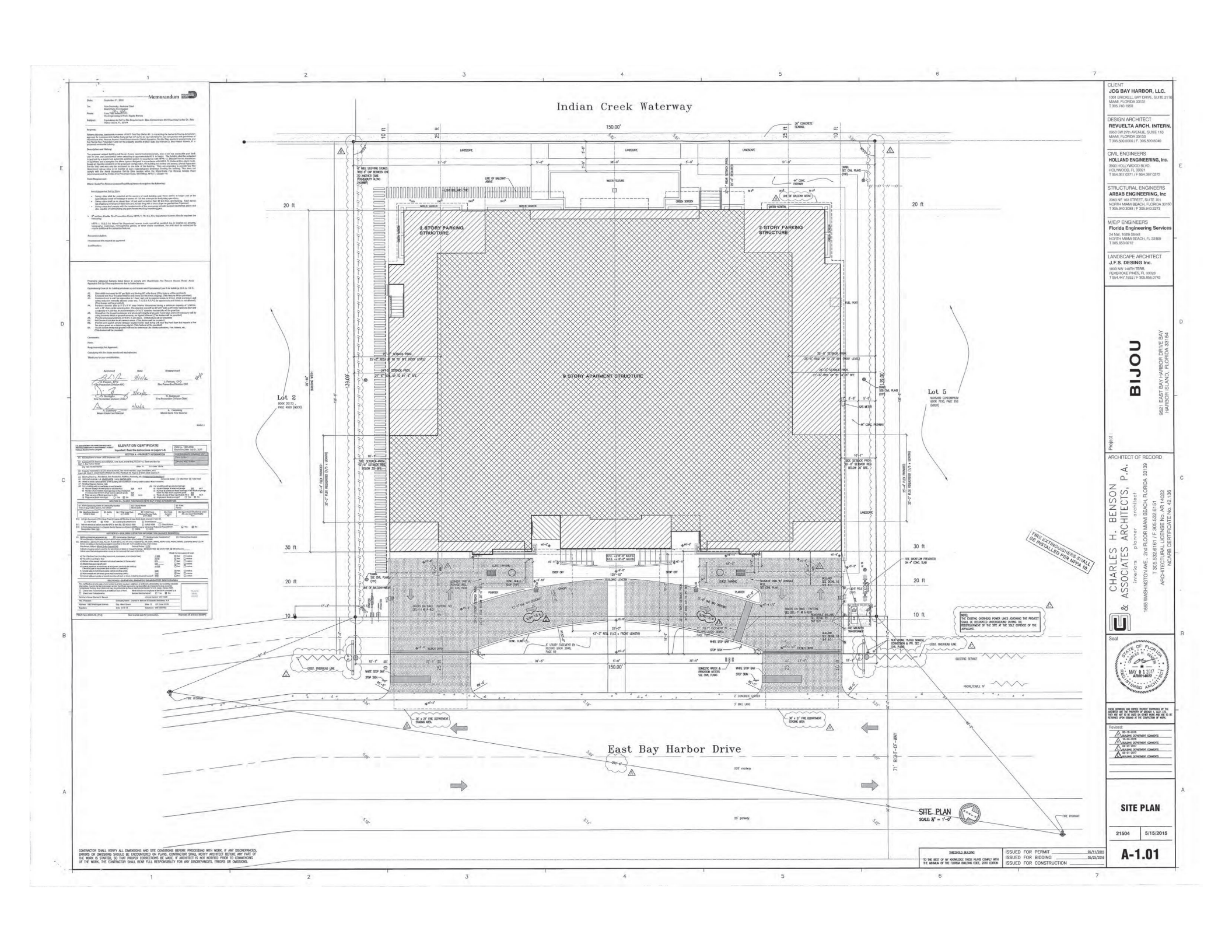
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Revised:
1. 06-16-2015 BUILDING DEPARTMENT COMMENTS
2. 08-07-2017 BUILDING DEPARTMENT COMMENTS
3. 09-19-2017 BUILDING DEPARTMENT COMMENTS

LIFE SAFETY 2nd LEVEL PARKING & SITE FLOOR PLAN

21504 | 5/15/2015

A-0.02



Memorandum

Date: September 21, 2010

To: Alex Dermody, Assistant Chief
Fire Prevention Division

From: Tony Fernandez
Fire Engineering & Water Supply Bureau

Subject: Equivalency to Fire Flow Requirements- Bay Condominium 9315 East Bay Harbor Dr., Bay Harbor Islands FL, 33154

Request:

Roberto Machado, representative, owner of 9301 East Bay Harbor Dr. is requesting the Authority Having Jurisdiction approval for numerous Life Safety features that will serve as equivalencies for non-compliance with provisions of Miami-Dade Fire Rescue Access Road Requirements, Water Supply for Fire Protection, and Fire Rescue Access Road Requirements, in order to make the the property located at 9315 East Bay Harbor Islands, FL 33154 a code compliant structure.

Description and History:

The proposed project (building) will be an 8-story residential/condominium, plus a roof top accessible pool deck with A/C 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 Sprinkler Systems and is exemptible for above ground as per the Florida Fire Prevention Code, based on the size constraints of the proposed configuration, the building has limited size access. (Partial Appendix B of the Miami-Dade Fire Rescue Access Road Requirements). The Miami-Dade Fire Rescue Access Road Requirements section allow to be limited at each ingress/egress driveway leading to the building. This does not comply with the Aerial equipment design specifications as per Miami-Dade Fire Rescue Access Road Requirements, 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.

- Setup zone shall be provided at the access of each building over three stories in height and of the maximum height of the building in excess of 100 feet as required for firefighting operations.
- Setup zone shall be no closer than 15 feet and no farther than 30 feet from the building. Each setup zone shall be a minimum of 30 feet wide and 50 feet long with a cross slope no greater than 5 percent.
- Setup zone shall comply with the requirements of the emergency vehicle access (operations) plans and also capable of withstanding any point forces resulting from outriggers.

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 Zone requirements that is listed above.

Equivalency/ Code A- for buildings & streets up to 8 stories and Fire-sleeping Type R for buildings, 3 HR, to 120 ft.

A1. Door width increased to 36" per flight and Landing 36" wide Stairs (This feature will be provided)
A2. Enclosed stair have Tile rated Marble and Stone (for this screw caping). (This feature will be provided)
A3. Fire Department Connection (FDC) shall be provided at the front of the building. (This feature will be provided) Wall siding 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. Elevator shall be provided with 2'-0" x 6'-8" clear interior dimensions having a minimum capacity of 3,500lbs. with a 48" clear center opening door. The elevator door will be 42"x 84" with a self-motor opening door and a capacity of 4,000 lbs. to accommodate a 24"x72" stretcher horizontally will be provided.
A5. Fire Department Communication system shall be provided. (This feature will be provided) Emergency voice/ alarm communication system meeting the minimum standards of section 907.2.12.2 and 907.5.2.2 of the Florida Building Code shall be provided. (This feature will be provided)
A6. Knox Box will be provided at the front of the building. (This feature will be provided)
A7. Knox Box will be provided at the front of the building. (This feature will be provided) Fire flow calculations shall be provided to establish the required flow rate of the fire hydrant system. (This feature will be provided)
A8. Fire alarm system shall be provided as per section 907.2.12 of the Florida Building Code. (This feature will be provided)
B1. Two (2) fire control room shall be provided, one at the front door that repeats in the fire alarm panel and a second one at the garage. (This feature will be provided)
B2. Touch Screen remote or 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
A. Fajardo, MPA Fire Prevention Division Officer	9/21/10	J. Pinzon, CFO Fire Plans Review Division CRC
C. Lin Rodriguez Fire Prevention Division Chief	9/21/10	D. Redfearn Fire Prevention Division Chief
A. Czarnecky Miami-Dade Fire Marshal	9/21/10	A. Czarnecky Miami-Dade Fire Marshal

FPAD 2

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1–9.

OMB No. 1660-0008
Expiration Date: July 31, 2009

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

FEMA Form 086-0-33 (7/12)

CLIENT	DESIGN ARCHITECT
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M/E/P ENGINEERS	LANDSCAPE ARCHITECT
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Project:
BIJOU
9301 EAST BAY HARBOR DRIVE BAY HARVEST ISLAND, FLORIDA 33154

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ARCHITECTURAL LICENSE No. AR 14022
NCARB CERTIFICATE No. 42136

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STATE OF FLORIDA
CHARLES H. BENSON
MAY 01 2017
AR0014022
REGISTERED ARCHITECT

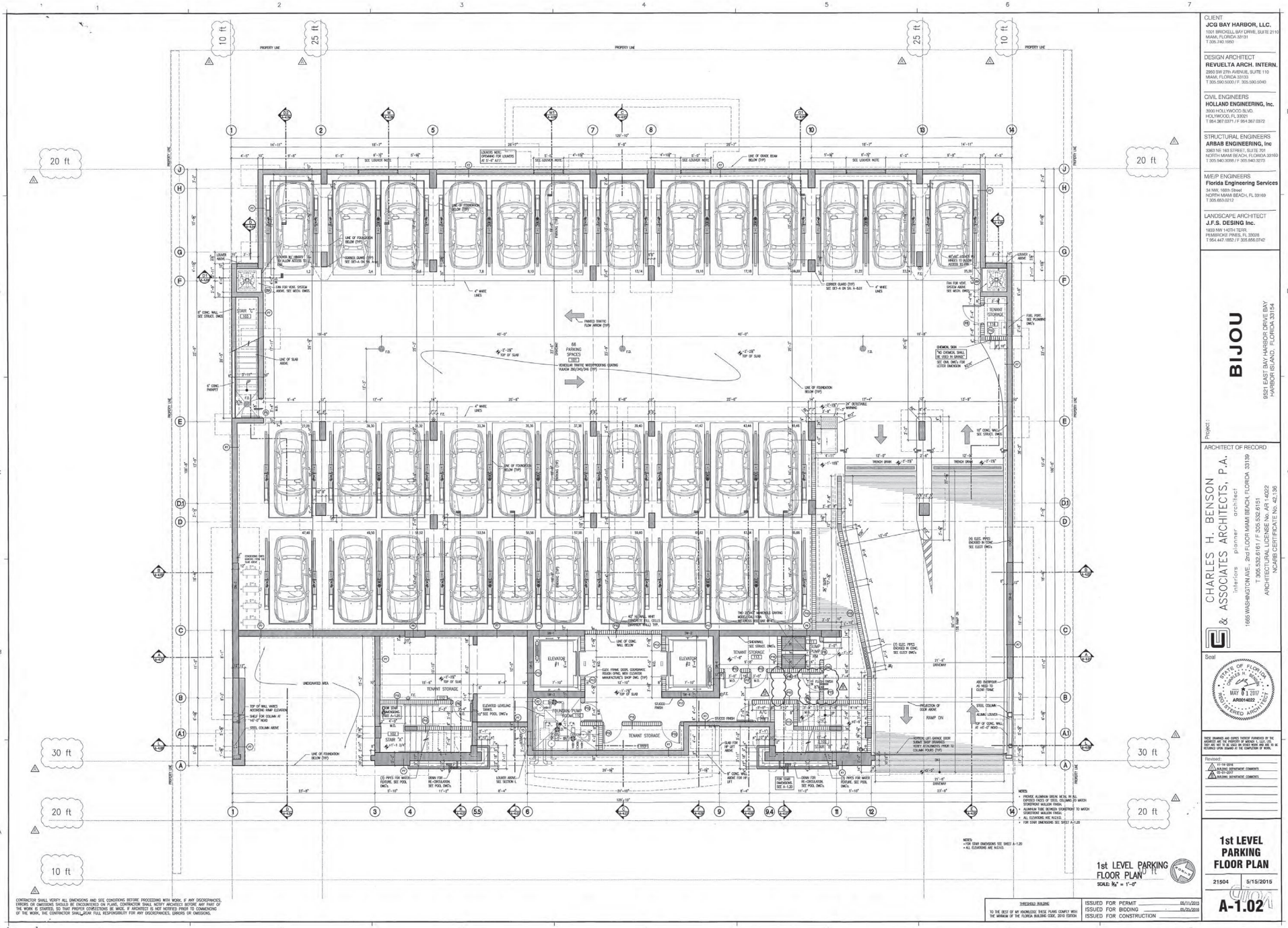
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Revised:
1 06-18-2015 BUILDING DEPARTMENT COMMENTS
2 07-24-2015 BUILDING DEPARTMENT COMMENTS
3 08-26-2015 BUILDING DEPARTMENT COMMENTS
4 09-21-2015 BUILDING DEPARTMENT COMMENTS

SITE PLAN

21504 | 5/15/2015

A-1.01



1st LEVEL PARKING FLOOR PLAN

SCALE: 3/16" = 1'-0"

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 ARCHITECTS 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 ASSUM FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

THRESHOLD BUILDING

TO THE BEST OF MY KNOWLEDGE THESE PLANS COMPLY WITH THE MIRIMUM OF THE FLORIDA BUILDING CODE, 2010 EDITION

ISSUED FOR PERMIT 05/11/2015
ISSUED FOR BIDDING 05/21/2015
ISSUED FOR CONSTRUCTION

CLIENT
JCG BAY HARBOR, LLC.
1001 BRICKELL BAY DRIVE, SUITE 2110
MIAMI, FLORIDA 33131
T 305.740.1980

DESIGN ARCHITECT
REVUELTA ARCH. INTERN.
2950 SW 27th AVENUE, SUITE 110
MIAMI, FLORIDA 33133
T 305.590.5000 / F. 305.590.5040

CIVIL ENGINEERS
HOLLAND ENGINEERING, Inc.
3000 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 305.940.3099 / 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 954.447.1882 / F 305.856.0742

Project:
BIJOU
9521 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. 42,136

Seal

STATE OF FLORIDA — CHARLES H. BENSON — REGISTERED ARCHITECT — MAY 01 2017 — AR0014022

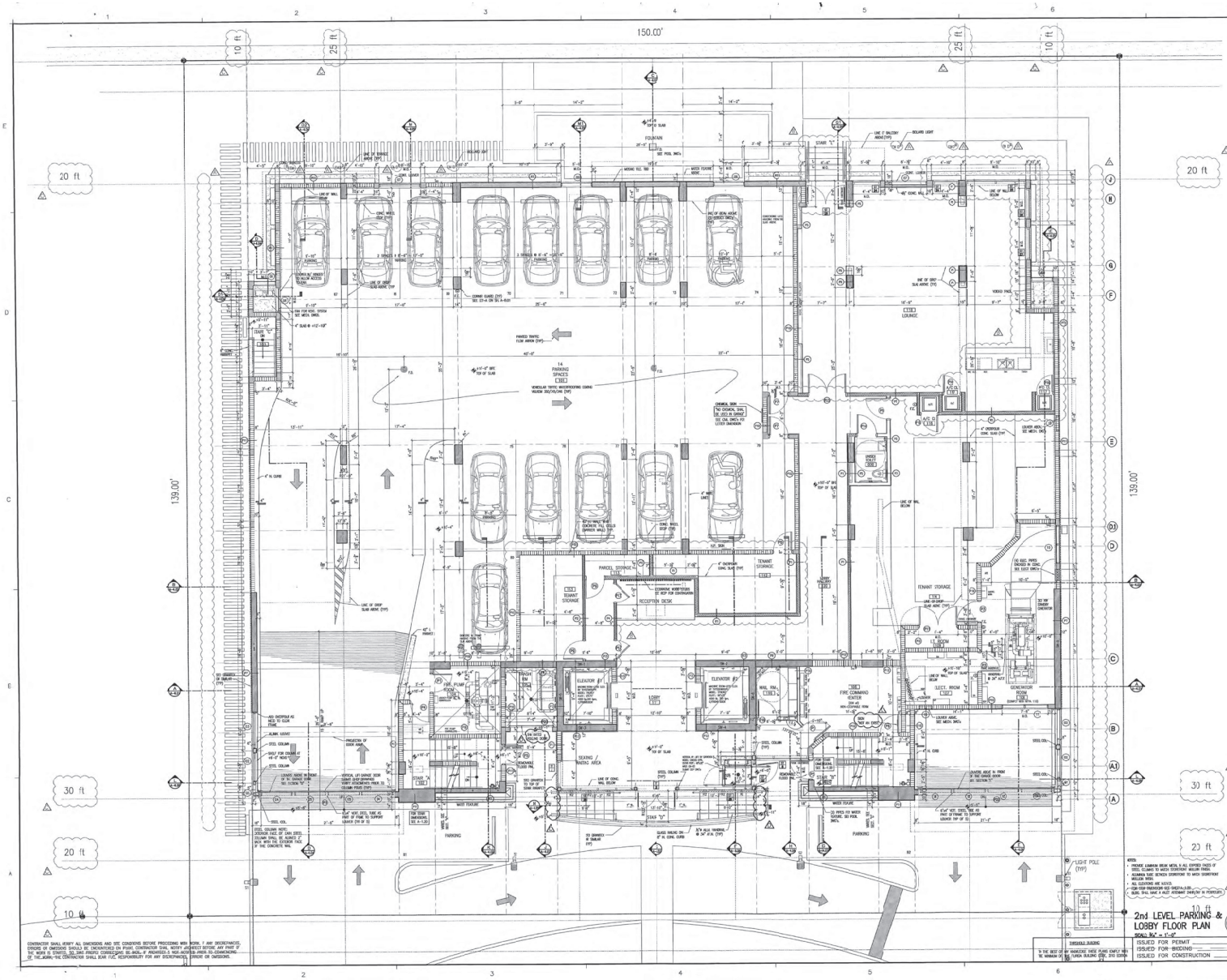
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Revised:
1. 10-14-2016 BUILDING DEPARTMENT COMMENTS
2. 02-01-2017 BUILDING DEPARTMENT COMMENTS

1st LEVEL PARKING FLOOR PLAN

21504 | 5/15/2015

A-1.02



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, AND ARE NOT CONSTRUCTING SO, AND IF AWARDED A NEGOTIATED AREA SO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

2nd LEVEL PARKING & LOBBY FLOOR PLAN

SCALE: 1/4" = 1'-0"

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

CLIENT
JC6 BAY HARBOR, LLC.
10295 COLLINS AVENUE, SUITE 215
MIAMI, FLORIDA 33131
T 305.740.1505

DESIGN ARCHITECT
REVUELTA ARCH. INTERN.
2952 SW 27th AVENUE SUITE 110
MIAMI, FLORIDA 33133
T 305.569.5000 / F 305.560.5040

CIVIL ENGINEERS
HOLLAND ENGINEERING, Inc.
3500 HOLLYWOOD BLVD.
HOLLWOOD, FL 33021
T 954.367.0311 / F 954.367.0370

STRUCTURAL ENGINEERS
ARSAB ENGINEERING, Inc
3350 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH FLORIDA 33160
T 305.940.3088 / F 3059403273

MEEP ENGINEERS
Florida Engineering Services
34 NW, 168th Street
NORTH MIAMI BEACH FL 33169
T 305.653.0212

LANDSCAPE ARCHITECT
J.F.S. DESING Inc.
1620 NW 140TH TERR
PEMBROKE PINES, FL 33028
T 954.447.1562 / F 3058594742

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 14622
NCARB CERTIFICATE No. 46196

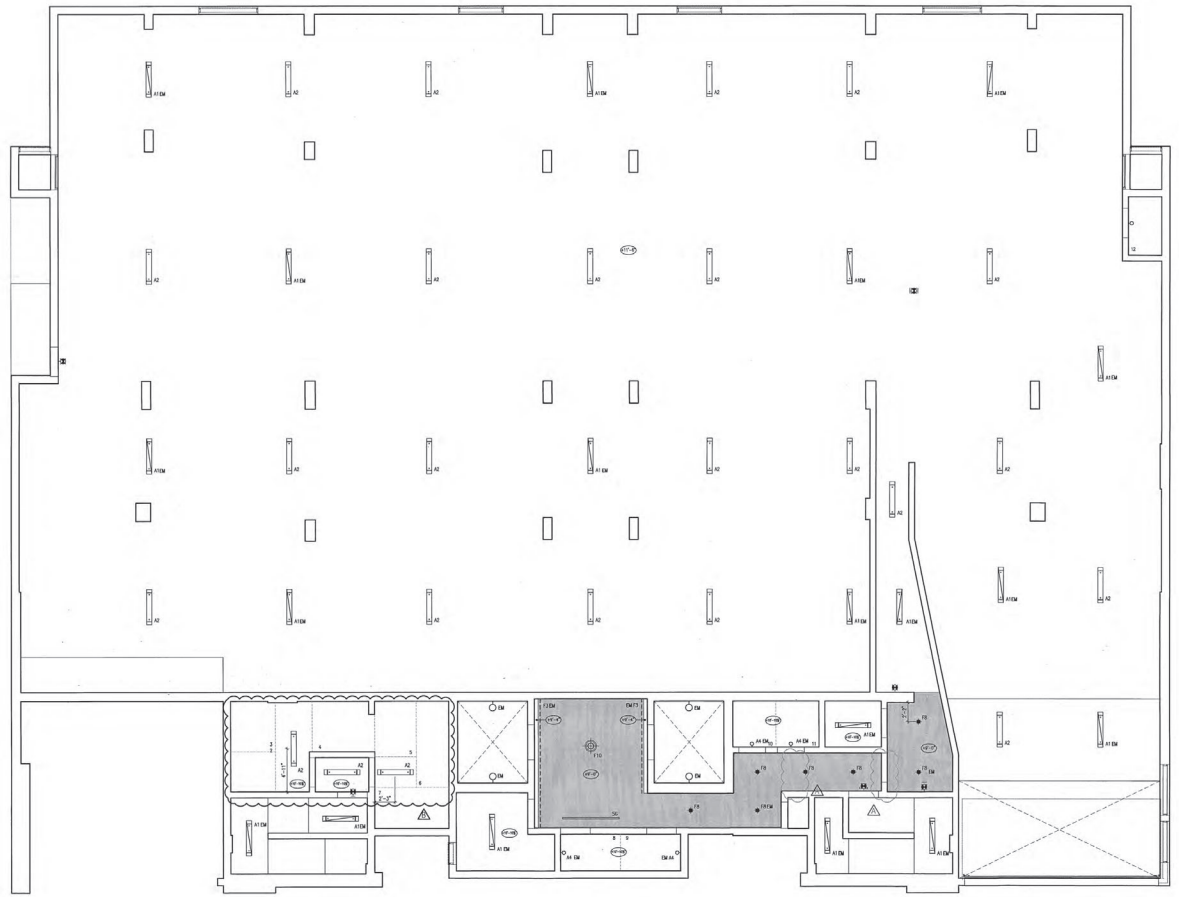
Seal
STATE OF FLORIDA CHARLES HOWARD BENSON LICENSE NO. AR 14622 REGISTERED ARCHITECT
MAY 01 2015

Revised:
A 08-19-2014 BUILDING DEPARTMENT COMMENTS
B 10-31-2014 BUILDING DEPARTMENT COMMENTS
C 02-27-2015 BUILDING DEPARTMENT COMMENTS
D 05-07-2015 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 #WL232 MVOLT
A2 — 4' FLUORESCENT LIGHT FIXTURE WET LOCATION – LITHONIA #WL232 MVOLT
A3 — 48W FLUORESCENT LIGHT FIXTURE WET LOCATION LITHONIA FPDX 2 32 BYXDS
A4 — LITHONIA OLSSO #WLTMWALL3 11.2W LED 120 VOLTS WALL SCONCE, WALL SCONCE
A5 — 4' HOUSINGS LED DIRECT LINEAR
RG — AC RETURN
RG — AC RETURN
RG — 12"x12" AC RETURN
RG — 12"x10" AC RETURN
RG — 10"x8" 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 – CORELE CHANNEL 23 3W 47 LOADING PER W ANTIQUE BRONZE ANODIZED
F2 — LOBBY – CORELE CHANNEL WALL GRAZER TWDC 7W 85 LOADING PER W ANTIQUE BRONZE ANODIZED
F3 — ELEVATORS LOBBY – CWW05-40-WWL 10 LED 3.2W 12V WASHER STANDARD
F4 — HALLWAY LOBBY – WT-3U20150-W-927-BK 2 LIGHTS 120V 927 COLOR TEMP BK
F5 — RECEPTION – ZR SERIES CAVE ZR14-40L-2DC-12V 12V 4,000 LUMENS 44W
F6 — ELEVATORS LOBBY – KICHOR 3.5"LED SHALLOW HOUSING RR-3LED-930W-F1/2/RR-3LED-TRIM-RD SQUARE 120V 22.5W
F7 — LOUNGE – WAC LIGHTING HR-3LED-H1BDY-ECA /HR-3LED-T830-F-27-WT 120V
F8 — HALLWAY UNITS – KICHO1-30/WHWD 120V 15W LUMENS
F9 — HALLWAYS UNITS – LB150 INDOOR SINGLE COLOR SERIES 12V 127 ELM 1.5W – UL
F10 — BIOSCENT LOBBY – SCENT BOOSH LED SURFACE MOUNT 2W 2700 ELM
F11 — LOUNGE AND LOBBY RECEPTION – BOOSH 14.5W 12V
F12 — LOBBY – BOOSH 14.5W 12V 10W 3327X10.5"
U1 — UNITS – R3-SSS 3" SQUARE APERTURE TRIM MODULES-SSS FINISH MW DIM 6W 120V
U2 — UNITS – RECESSED SHOWER LIGHT SHOWER FINISH R3-SSS 6W LED 3"INCH MW DIM
U3 — UNITS – VANITY SCONCE LEVEL-MODEL MO-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 FLUORESCENT – LEDUR OUTDOOR LED 13W 114 LUMENS 3K WET LOCATION 50,000 HR LIFE
R3 — ROOF STEPS – LED WC STEP LIGHT WL-LW07WC-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 UNITS: 7'-7"
CEILING HEIGHT UNITS: 7'-0"
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.
1001 BRICKELL BAY DRIVE, SUITE 2110
MIAMI, FLORIDA 33131
T 305.740.1950

DESIGN ARCHITECT
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M/E/P ENGINEERS
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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 954.447.1852 / F 305.856.0742

Project:
BIJOU
9521 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. 42,136

Seal
STATE OF FLORIDA
CHARLES H. BENSON
MAY 22 2017
AR0014022
REGISTERED ARCHITECT

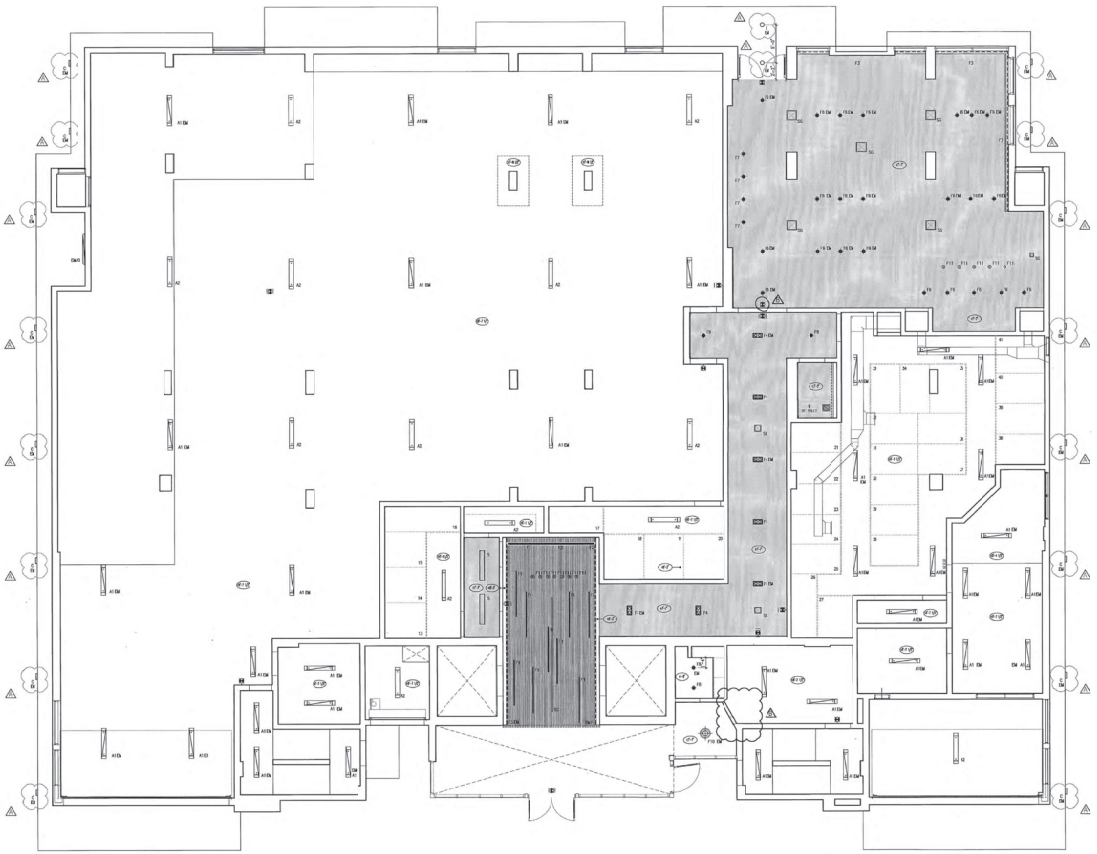
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Revised:
1 05-31-2017 BUILDING DEPARTMENT COMMENTS
2 06-21-2017 BUILDING DEPARTMENT COMMENTS

1st LEVEL PARKING REFLECTED CEILING PLAN

21504 | 5/15/2015

A-2.01



2nd LEVEL PARKING/LOBBY
REFLECTED 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.

THE BIJOU 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
MIAMI, FLORIDA 33131
T 305.340.1950

DESIGN ARCHITECT
REVIELTA ARCH INTERN.
2950 SW 27th AVENUE, SUITE 110
MIAMI, FLORIDA 33133
T 305.860.5000 / F 305.860.5040

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HOLLND ENGINEERING, Inc.
3900 HOLLYWOOD BLVD
HOLLYWOOD, FL 33021
T 954.367.0371 / F 954.367.0372

STRUCTURAL ENGINEERS
ARIAS ENGINEERING, Inc
3363 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
T 305.940.3099 / F 305.940.3273

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.
1803 NE 140TH TERR
PEMBROKE PINES, FL 33325
T 954.447.1652, F 305.655.0742

Project:
BIJOU
9521 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 305.532.8161 / F 305.532.8151
ARCHITECTURAL LICENSE No. AR 14022
NCARB CERTIFICATE No. 42,136

Seal

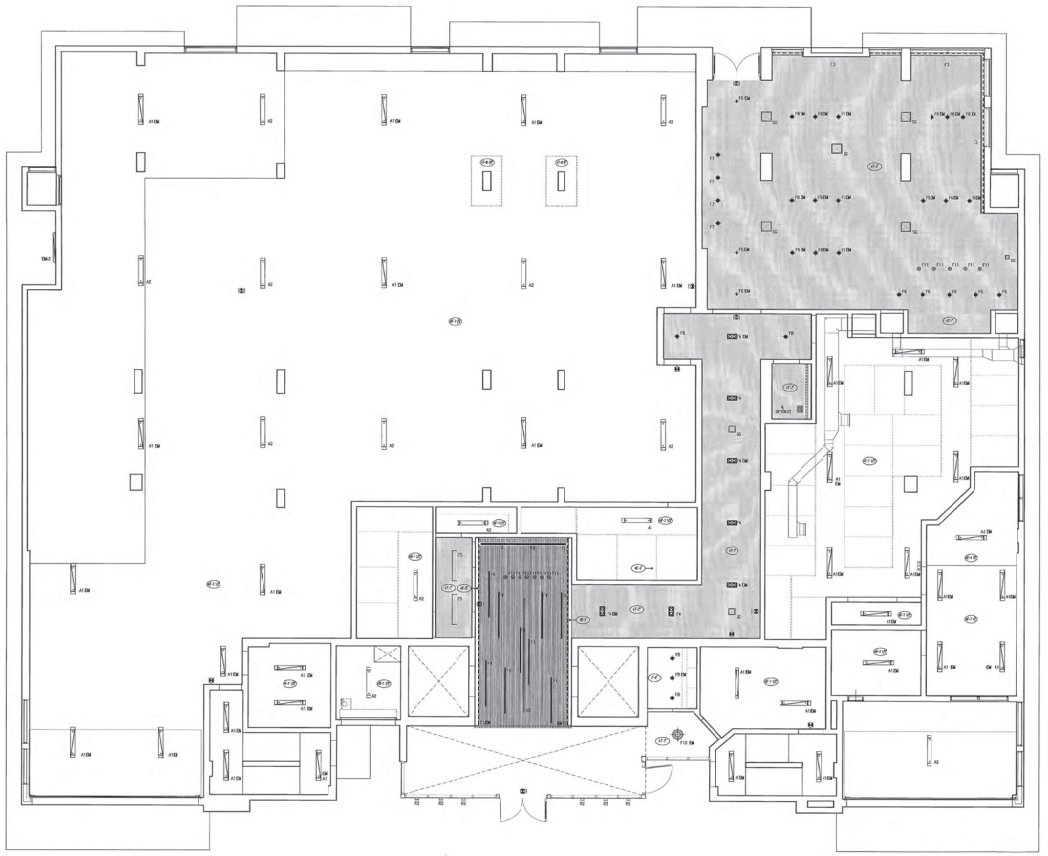
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Revisions:
1 8/19/2015 BUILDING DEPARTMENT COMMENTS
2 9/18/2015 BUILDING DEPARTMENT COMMENTS

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 BEFORE PROCEEDING WORK 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, THAT CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS

CHECKED BUILDING
TO THE BEST OF MY KNOWLEDGE THESE PLANS COMPLY WITH THE MIAMI-DADE COUNTY 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
MIAMI, FLORIDA 33131
T 305.749.1980

DESIGN ARCHITECT
RE/UELTA ARCH. INTERN.
2655 SW 27TH AVENUE SUITE 110
MIAMI, FLORIDA 33133
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STRUCTURAL ENGINEERS
ARSAB ENGINEERING, Inc
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Florida Engineering 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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1644 WASHINGTON AVE 2nd FLOOR MIAMI BEACH FLORIDA 33139
T 305.532.8181 / F 305.532.8151
ARCHITECTURE BUSINESS LICENSE NO. AA 0002
NCARB CERTIFICATE No. 42,136

Seal
STATE OF FLORIDA
CHARLES H. BENSON
LICENSE NUMBER
MAY 28 2016
AR001422
REGISTERED ARCHITECT

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Revised:

2nd LEVEL PARKING-LOBBY REFLECTED CEILING PLAN

21504	5/15/2015

A-2.02

5/22/2016 11:58:35 AM, Issued By 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, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK INVOLVED SHALL BE STARTED. ALL FIELD CORRECTIONS MUST BE MADE. IF ADVERSE 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 SIDE PLANS COMPLY WITH THE MIAMI-DADE COUNTY CODE, 2010 EDITION

ISSUED FOR PERMIT 10/11/2015
ISSUED FOR BIDDING 11/25/2015
ISSUED FOR CONSTRUCTION

CLIENT
JCG BAY HARBOR, LLC.
1001 BRICKELL BAY DRIVE, SUITE#1110
MIAMI, FLORIDA 33131
T 305.740.1950

DESIGN ARCHITECT
REVUELTA ARCH. INTERN.
2950 SW 27TH AVENUE, SUITE 110
MIAMI, FLORIDA 33133
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HOLLYWOOD, F. 33021
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Florida Engineering Servbes
94 NW, 108th Street
NORTH MIAMI BEACH, FL 33168
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LANDSCAPE ARCHITECT
J.F.S. DESNG Inc.
1833 NW 140TI TERR.
PEMBROKE PINES, FL 33028
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Project:
BIJOU
9501 EAST BAY HARBOR DRIVE BAY HARBOR ISLAND, FLORIDA 33154

ARCHITECT OF RECORD
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interiors planner architect
1965 WASHINGTON AVE., 2nd FLOOR MIAMI BEACH, FLORIDA 33139
T 305.532.6161 / F 305.532.6151
AR12-1777 / 21.844 / LICENSE No. AR 14222
NOT VALID WITHOUT EMBOSSED SEAL

Seal
STATE OF FLORIDA — REGISTERED ARCHITECT
MAY 29 2016
AR0014222

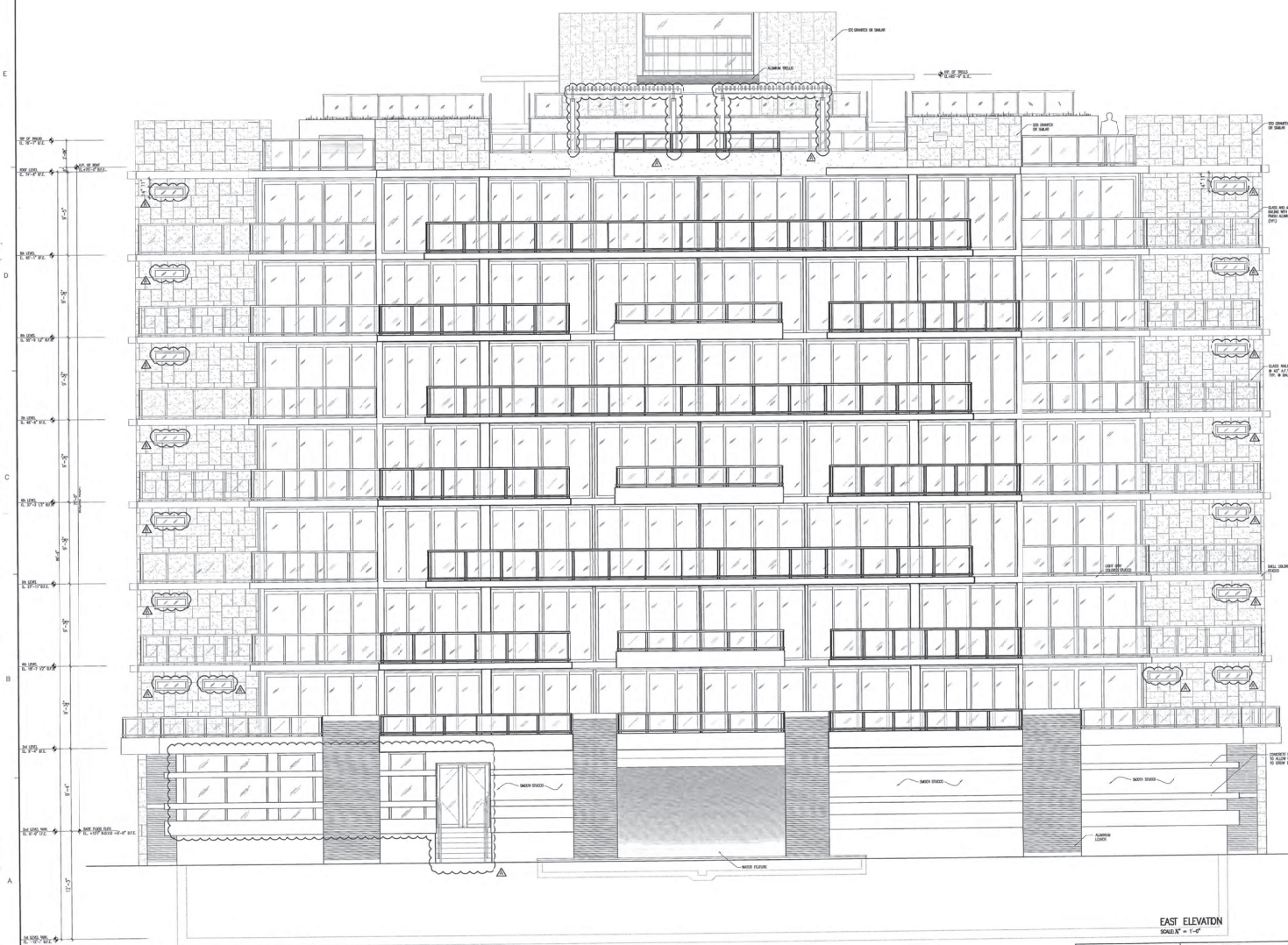
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Revised:

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 DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED. 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 MIAMI-DADE COUNTY ORDINANCE AND THE FLORIDA BUILDING CODE, 2010 EDITION

ISSUED FOR PERMIT 05/11/20
ISSUED FOR BIDDING 05/25/20
ISSUED FOR CONSTRUCTION

CLIENT
JCG BAY HARBOR, LLC.
1001 BRICKELL BAY DRIVE, SUITE 1110
MIAMI, FLORIDA 33131
T 305.740.1950

DESIGN ARCHITECT
REVUELTA ARCH. INTERN.
2050 SW 27th AVENUE, SUITE 110
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3rd NW. 168th Street
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LANDSCAPE ARCHITECT
J.F.S. DESING Inc.
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PEMBROKE PINES, FL 33028
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Project:
BIJOU
9501 EAST BAY HARBOR DRIVE BAY
HARBOR ISLANDS, FLORIDA 33154

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1665 WASHINGTON AVE., 2nd FLOOR MIAMI BEACH, FLORIDA 33139
T 305.532.6161 / F 305.532.6151
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 10.30.20 PLANNING DEPARTMENT COMMENTS

EAST ELEVATION

21504 | 5/15/20 5

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 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, SUITE2110
MIAMI, FLORIDA 33131
T 305.740.1950

DESIGN ARCHITECT
REVUELTA ARCH. INTE'N.
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M/E/P ENGINEERS
Florida Engineering Servbes
94 NW, 106th Street
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LANDSCAPE ARCHITECT
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PEMBROKE PINES, FL 33028
T 954.447.1852 F 305.856.0742

Project:
BIJOU
850 EAST BAY HARBOR DRIVE BAY HARBOR ISLAND, FLORIDA 33154

ARCHITECT OF RECORD
CHARLES H. BENSON & ASSOCIATES ARCHITECTS, P.A.
Interiors planning architect
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T 305.532.6161 / F 305.532.6151
ARCHITECTURAL LICENSE No. AR 14022
NCARB CERTIFICATE No. 57,179

Seal
STATE OF FLORIDA
CHARLES H. BENSON
MAY 29 2015
AR0014022
REGISTERED ARCHITECT

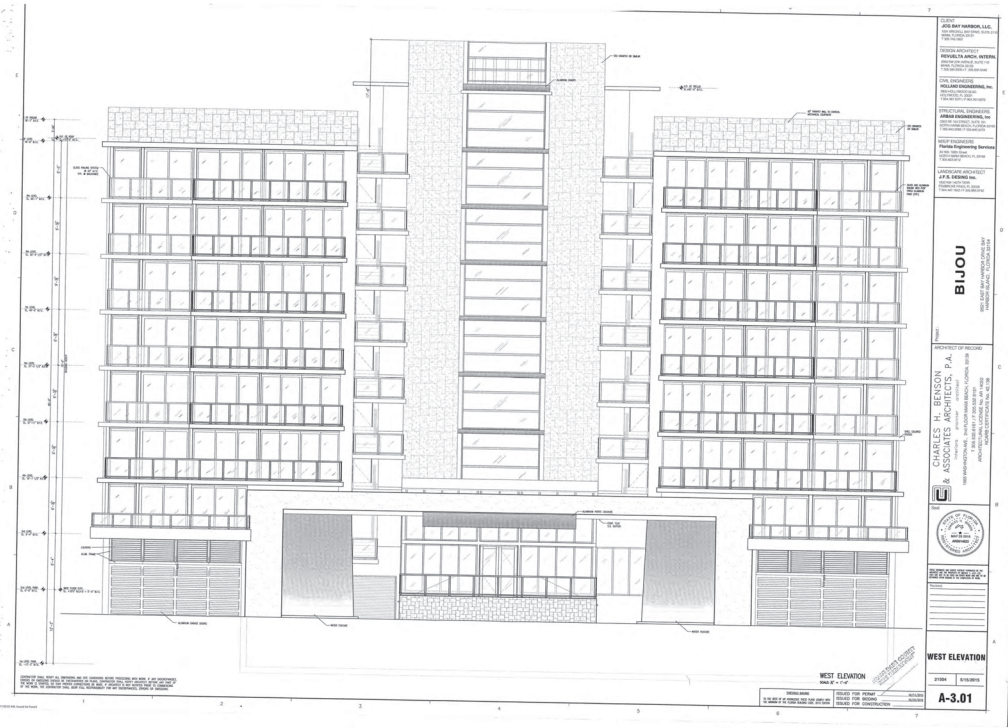
Revised:

NORTH ELEVATION

21504 | 5/29/2015

A-3.04

5/27/2015 1:19:57 AM Issued for Permit



WEST ELEVATION
SCALE: 1/4" = 1'-0"

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MEP ENGINEERS
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NORTH MIAMI BEACH, FL 33162
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Project
BIJOU
1801 EAST BAY HARBOR DRIVE BAY
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& ASSOCIATES ARCHITECTS, P.A.
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AA 0001 / AR 0010
ARCHITECTURE LICENSED BUSINESS No. AC 26

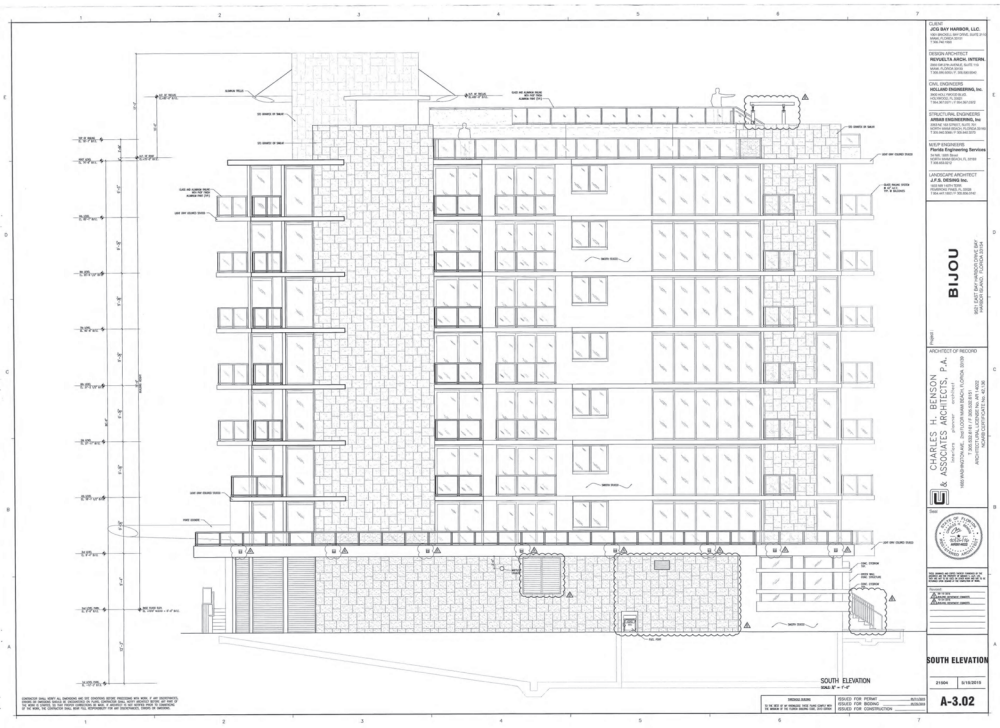
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WEST ELEVATION

21504 | 5/15/2015

A-3.01



SOUTH ELEVATION
SCALE: 3/8" = 1'-0"

CLIENT
JCG BAY HARBOR, LLC.
1700 ARCADIA AVENUE, SUITE 110
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DESIGN ARCHITECT
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Project
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AA 0001 / AR 0010
ARCHITECTURE LICENSED BUSINESS No. AC 26

Seal

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SOUTH ELEVATION

21504 | 5/15/2015

A-3.02

WINDOW SCHEDULE

No.	TYPE	AREA	MATERIAL	DIMENSIONS W	DIMENSIONS H	MASONRY OPENING W	MASONRY OPENING H	REMARKS
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

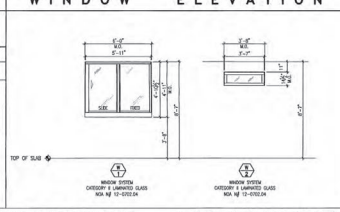
WINDOW NOTES

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

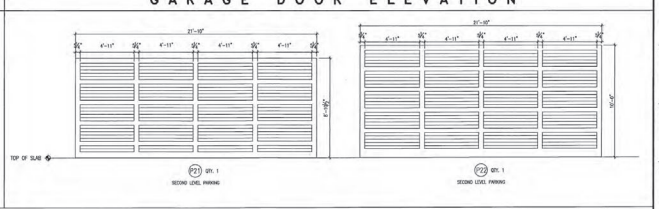
METHODS OF SECURING WINDOWS TO BLDG.

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"

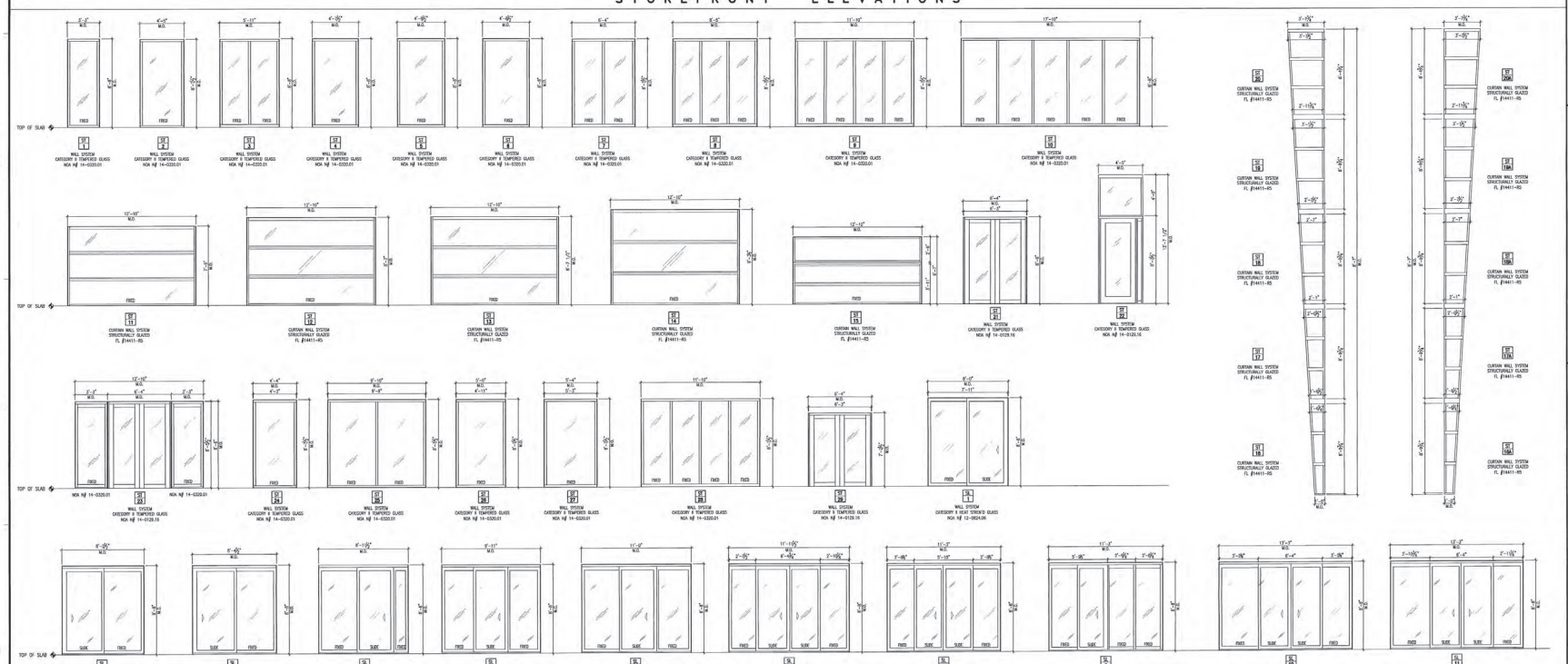
WINDOW ELEVATION



GARAGE DOOR ELEVATION



STOREFRONT ELEVATIONS

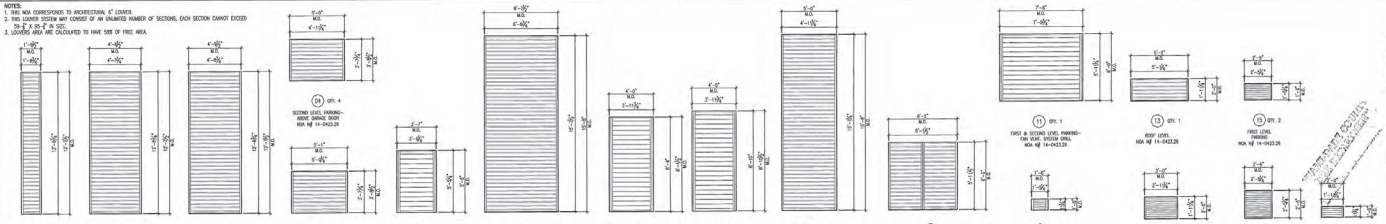


LOUVER SCHEDULE

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	1'-6"	3'-0"	1	2	NOA №# 14-0423.26
13	ALUMINUM	5'-2"	3'-0"	–	1	NOA №# 14-0423.26
14	ALUMINUM	3'-0"	3'-0"	–	1	NOA №# 14-0423.26
15	ALUMINUM	7'-6"	1'-6"	–	2	NOA №# 14-0423.26
16	ALUMINUM	7'-6"	2'-6"	–	1	NOA №# 14-0423.26
18	ALUMINUM	3'-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 BUSINESS No. AA 26002202
ARCHITECT CERTIFICATE No. AR 12135

Seal
STATE OF FLORIDA — CHARLES H. BENSON — REGISTERED ARCHITECT
MAY 25 2016
AR0014022

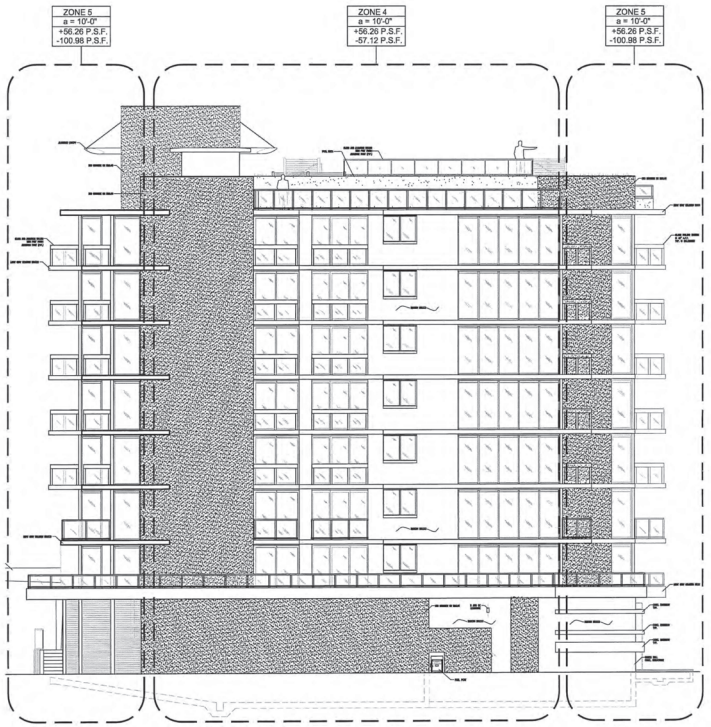
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Revised:

STOREFRONT ELEVATION

21504 | 5/15/2015

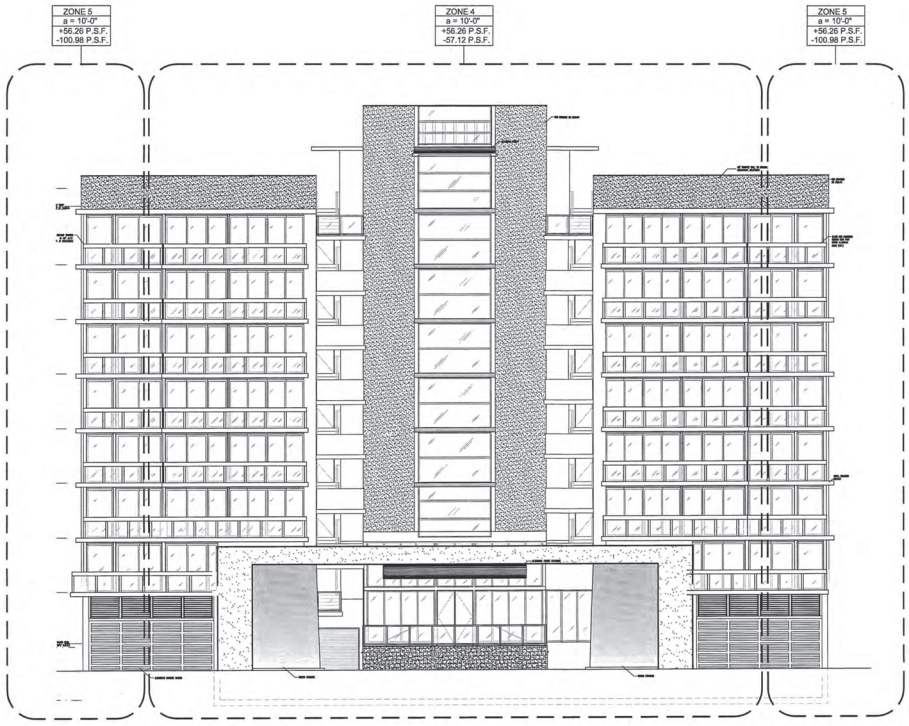
A-5.01



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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ISSUED FOR PERMIT 5/11/15
ISSUED FOR BIDDING 5/25/16
ISSUED FOR CONSTRUCTION

ALIAKBAR ARBAB
LICENSED
No. 56048
STATE OF FLORIDA
PROFESSIONAL ENGINEER
5/25/16

CLIENT
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T 305.740.1950

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Project :
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ARCHITECT\LPA\LI LICENSE No. AR 14002
NCARB CERTIFICATE No. 42,136

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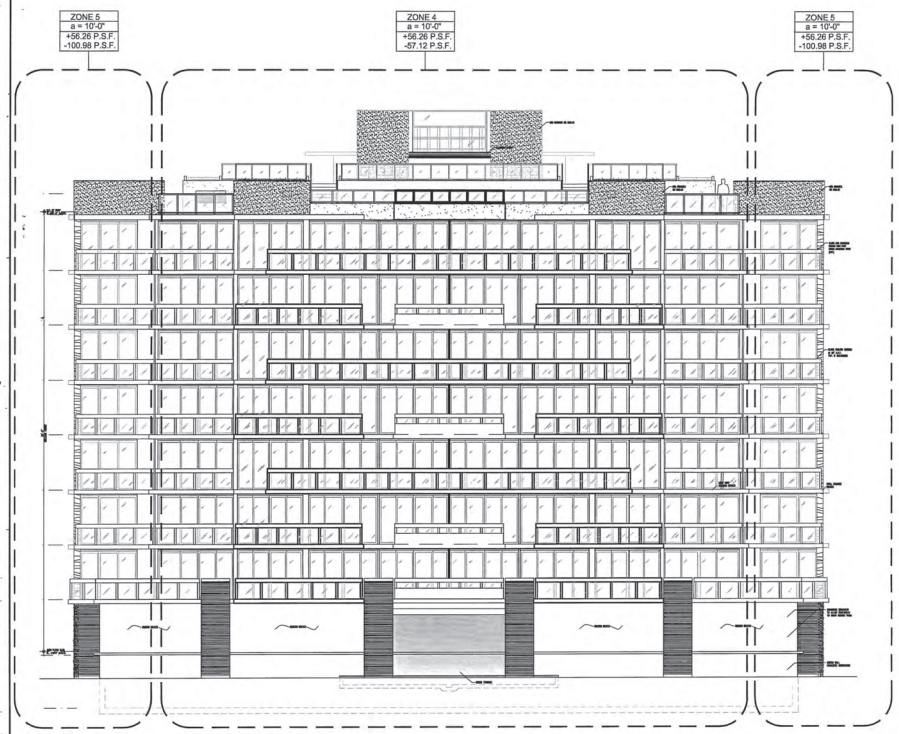
Revised:

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WIND PRESSURES

21406 | 08/04/2014

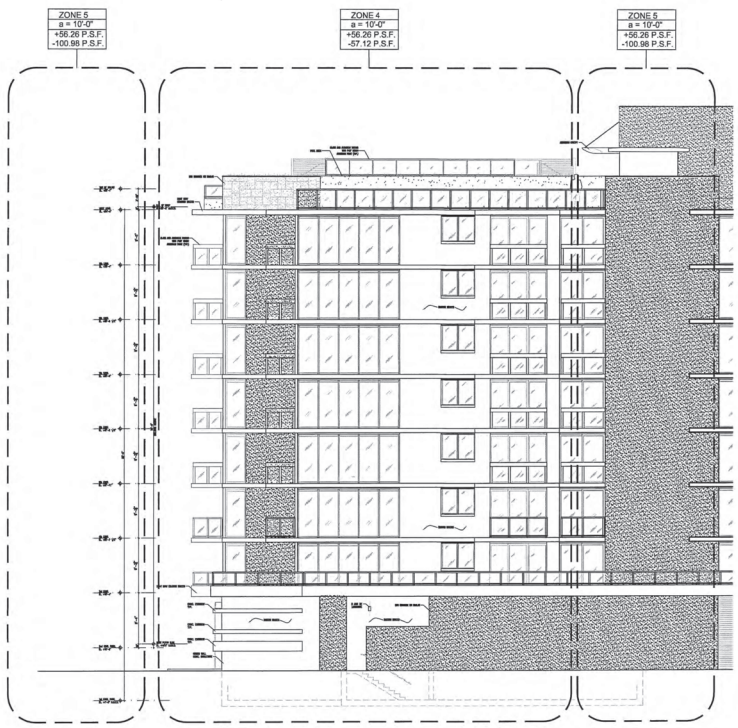
S-6.1



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
JCG BAY HARBOR, LLC.
1001 BRICKELL BAY DRIVE, SUITE 2110
MIAMI, FLORIDA 33131
T 305.740.1950

DESIGN ARCHITECT
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Florida Engineering Services
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T 305.653.0212

LANDSCAPE ARCHITECT
J.F.S. DESING Inc.
1833 NW 140TH TERR
PEMBROKE PINES, FL 33028
T 954.447.1852 / F 305.856.0742

Project :

BIJOU

9621 EAST BAY HARBOR DRIVE BAY
HARBOR ISLAND, FLORIDA 33154

ARCHITECT OF RECORD
CHARLES H. BENSON & ASSOCIATES ARCHITECTS, P.A.
interiors planner architect
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ARCHITECT/FIRM LICENSE No.: AR 11422
DCPMBE CERTIFICATE No.: 421136

Seal

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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

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ISSUED FOR PERMIT 5/11/15
ISSUED FOR BIDDING 5/25/16
ISSUED FOR CONSTRUCTION

ASBUILT SURVEY



X:\construction survey\9521 EAST BAY HARBOR DR\LOCATION.JP

LOCATION SKETCH
N.T.S.

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	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
f.f. 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.L.	-FINISH FLOOR ELEVATION	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.

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.

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

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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	943965.5708	1107	565312.9015	943965.9037	-0.0842	0.267
3	565305.329	943966.8006	1106	565305.4554	943966.9814	-0.1263	-0.0908
4	565303.5958	943964.4455	1105	565302.8645	943964.4875	0.7312	-0.042
5	565302.1623	943967.1733	1104	565302.6317	943967.4313	-0.0693	-0.258
6	565288.224	943968.679	1103	565288.0188	943968.5845	0.205	0.0945
7	565285.4923	943964.8221	1102	565285.6308	943965.4275	-0.1385	-0.4058
8	565281.4911	943969.1149	1101	565281.6404	943969.2892	-0.1474	-0.1642
9	565271.5564	943969.8676	1100	565272.5803	943970.0314	-0.0239	-0.1638
10	565273.6049	943973.97	1099	565275.6932	943973.8018	-0.0482	0.1681
11	565275.3116	943981.4366	1098	565276.3050	943981.1161	0.0058	-0.1073
12	565281.8073	943982.6145	1097	565282.0838	943983.2347	-0.2764	-0.6801
13	565284.6229	943983.7924	1096	565285.5811	943984.0754	-0.1581	-0.2829
14	565286.9785	943984.9703	1095	565287.2307	943985.0876	-0.2522	-0.1172
15	565286.2738	943977.5037	1094	565286.3132	943977.527	-0.0393	-0.0233
16	565248.5463	943977.0993	1093	565249.6460	943976.9765	-0.1023	0.1228
17	565247.8391	943973.2502	1092	565247.537	943973.6211	0.302	-0.3708
18	565251.8213	943972.8793	1091	565251.7921	943973.1451	0.0291	-0.2717
19	565272.4627	943972.1393	1090	565272.0868	943972.6098	0.3758	-0.2654
20	565281.4449	943971.8621	1089	565281.0395	943972.0857	0.4054	-0.2236
21	565289.3523	943974.5744	1088	565289.2852	943974.2282	0.0671	0.2461
22	565261.0523	943967.8142	1087	565261.0301	943968.0459	0.0367	-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	0.4094	-0.2017
25	565247.4465	943969.3031	1084	565247.6305	943969.3025	-0.1639	-0.2003
26	565236.7057	943973.3757	1083	565236.647	943973.5523	0.059	-0.1766
27	565230.4132	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	-0.1833
30	565222.9086	943970.7431	1079	565222.1849	943971.2279	0.9516	-0.4848
31	565236.5192	943975.0493	1078	565236.4754	943975.2752	0.1192	-0.2259
32	565206.7695	943976.2197	1077	565207.0591	943976.3959	-0.2895	0.1758
33	565176.0311	943973.7746	1076	565174.8655	943974.2857	1.1656	-0.5111
34	565183.7628	943976.5024	1075	565184.1658	943976.7504	-0.3829	-0.248
35	565196.1055	943978.8124	1074	565196.2274	943978.9591	-0.1219	-0.1467
36	565193.1852	943976.8945	1073	565193.1068	943977.0101	0.0783	-0.1109
37	565194.9405	943983.6702	1072	565194.8405	943983.9861	0.0999	-0.3159
38	565191.9602	943963.9523	1071	565191.8932	943964.3415	0.0669	-0.3892
39	565192.4675	943962.6062	1070	565191.9205	943962.9872	0.547	-0.3809
40	565205.4542	943962.3155	1069	565205.3299	943962.2894	0.1243	0.0261
41	565203.739	943959.8783	1068	565203.7579	943959.7856	-0.0518	0.0926
42	565226.2101	943960.9423	1067	565226.0631	943961.1317	0.1185	-0.2394
43	565233.8552	943957.4579	1066	565233.4804	943957.2873	0.4428	0.2306
44	565263.1777	943957.1281	1065	565263.2731	943956.6898	-0.1116	0.4382
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	565246.2318	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	943953.1207	1059	565250.0751	943953.5748	-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	-0.0454	-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	943955.027	-0.1321	-0.0496
57	565292.447	943953.5369	1181	565292.525	943953.9293	0.122	-0.4138
58	565285.9161	943951.3073	1180	565285.635	943951.35	0.2963	-0.1928
59	565286.2032	943954.6935	1185	565286.082	943954.929	0.1781	-0.2355
60	565304.0136	943952.9944	1173	565304.318	943952.768	-0.3044	0.2263
61	565312.2755	943950.5492	1174	565312.541	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	943948.924	1169	565319.959	943949.139	-0.1574	-0.2149
67	565312.413	943945.1096	1168	565312.493	943945.027	-0.08	-0.2074
68	565332.2138	943938.0668	1167	565332.149	943938.289	0.0648	-0.2222
69	565313.1981	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	565281.6208	943924.1217	1164	565280.951	943924.641	0.6691	-0.5191
73	565335.8629	943934.8973	1165	565335.888	943935.35	-0.0251	-0.2527
74	565301.9197	943921.5132	1157	565301.61	943921.745	0.2097	-0.2317
75	565261.9495	943924.8977	1158	565261.625	943924.783	0.3245	0.2146
76	565298.1353	943921.8451	1159	565297.931	943922.3	0.2043	-0.2958
77	565298.8051	943925.3275	1160	565298.36	943925.32	0.1551	0.0075
78	565284.1143	943927.1662	1179	565283.972	943926.985	0.1421	0.1811
79	565283.8381	943922.7492	1178	565284.185	943922.958	-0.4469	-0.2088
80	565279.3031	943923.1654	1181	565279.69	943923.031	-0.3888	0.1343
81	565279.7173	943927.3624	1180	565279.638	943927.514	0.0793	-0.1516
82	565281.7077	943925.3558	1177	565281.922	943925.479	-0.2142	-0.1232
83	565296.4016	943927.8946	1161	565296.613	943927.055	-0.2114	0.2104
84	565281.4701	943928.9081	1176	565281.781	943929.585	-0.3109	-0.6769
85	565286.7389	943941.1216	1251	565286.15	943940.457	0.5909	-0.1354
86	565253.6956	943941.9369	1253	565253.896	943941.9457	0.1895	-0.1431
87	565227.2052	943943.1093	1254	565236.695	943943.13	0.3962	-0.0206
88	565221.9371	943944.9021	1255	565221.857	943944.736	0.0801	0.1539
89	565267.0039	943945.9756	1257	565267.098	943946.089	-0.094	-0.1134
90	565180.1829	943949.8069	1200	565180.431	943949.675	-0.248	0.1318
91	565189.1652	943949.5248	1199	565189.282	943949.425	-0.1188	0.0997
92	565189.0763	943945.2488	1198	565189.563	943945.008	-0.4867	0.2408
93	565188.1904	943957.0789	1196	565188.092	943956.678	-0.1916	0.4008
94	565191.7931	943956.9653	1197	565191.421	943956.739	0.3831	0.2256
95	565188.847	943961.9032	1195	565188.476	943961.81	0.3709	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	0.0534	-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	0.22	0.3059
100	565202.3966	943930.9052	1208	565202.355	943930.781	0.0415	0.1212
101	565202.7264	943934.3896	1210	565202.214	943934.488	0.5124	-0.0931
102	565221.5696	943933.9072	1203	565221.879	943932.89	-0.3185	0.7772
103	565217.3696	943931.4551	1204	565217.269	943931.445	0.1006	0.2361
104	565236.7474	943929.0864	1205	565236.658	943929.47	0.0894	-0.3835
105	565221.1464	943928.8702	1206	565220.951	943929.097	0.2536	-0.2267
106	565219.1551	943931.0768	1207	565218.962	943931.142	0.1931	-0.0651
107	565243.9385	943931.0934	1244	565243.981	943931.481	-0.0425	-0.3945
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	0.0625	-0.0227
111	565245.6269	943928.6548	1243	565245.356	943929.181	0.2909	-0.5261
112	565263.2691	943930.3504	1246	565262.814	943930.144	0.446	-0.1935
113	565257.8571	943929.7343	1247	565257.697	943929.667	-0.0399	0.2073
114	565267.2499	943925.1072	1250	565267.149	943925.735	0.0918	-0.6278
115	565252.8493	943925.7534	1249	565252.138	943925.608	0.7058	0.1454
116	565251.2581	943927.7458	1248	565251.078	943927.995	0.1724	-0.2351
117	565251.7088	943943.0145	1187	565251.952	943943.08	-0.2432	-0.0654
118	565255.379	943931.5301	1188	565254.718	943931.083	0.6609	-0.4529
119	565251.8946	943931.8599	1189	565251.951	943931.2	-0.0563	0.34

120	565252.1244	943914.3444	1190	565252.332	943914.491	-0.0876	-0.1466
121	565245.7553	943931.615	1186	565245.588	943931.804	0.1672	-0.193
122	565246.0852	943914.9255	1191	565245.944	943915.044	0.1411	-0.1189
123	565242.2789	943931.7709	1192	565242.384	943931.838	-0.1131	-0.067
124	565242.6067	943915.2553	1193	565242.643	943915.763	-0.0423	-0.5077
125	565233.518	943916.352	1035	565220.0446	943916.799	-0.5263	-0.352
126	565233.8478	943931.8364	1036	565233.7769	943931.7966	0.0709	0.0398
127	565236.0196	943916.4918	1037	565236.1196	943916.7596	-0.126	-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	943931.2387	1040	565232.9701	943931.5311	0.0818	-0.2924
131	565201.1499	943921.2715	1057	565201.088	943921.2512	0.0618	0.0202
132	565200.02	943917.7073	1056	565200.7281	943918.1098	0.0919	-0.5227
133	565197.1356	943918.1169	1055	565197.527	943918.5459	-0.1914	-0.429
134	565197.6056	943921.8013	1054	565197.8568	943921.7284	-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	943922.224	1050	565182.5061	943911.7873	-0.2931	0.4367
140	565181.8361	943908.2418	1049	565182.4225	943908.2777	-0.5864	-0.0359
141	565181.8183	943907.8649	1048	565186.314	943907.7306	-0.4956	0.1343
142	565180.7514	943596.783	1047	565181.1167	943596.8787	-0.3653	-0.0957
143	565184.7368	943596.4219	1046	565184.758	943596.563	-0.0212	-0.1411
144	565184.3577	943562.6318	1045	565184.5463	943563.0987	-0.1885	-0.4351
145	565180.1795	943562.8318	1044	565180.4864	943562.945	-0.1309	-0.1341
146	565179.9043	943587.893	1043	565180.0758	943588.1193	-0.1714	-0.3003
147	565183.8865	943587.6561	1042	565183.9918	943587.6305	-0.1052	0.0256
148	565181.07	942577.1757	1041	565181.2393	942577.0634	-0.1693	0.1123
149	565178.96	942604.4203	1058	565178.9971	942604.5496	-0.0371	-0.1293
150	565169.4835	943600.241	1061	565169.575	943600.615	0.0085	-0.374
151	565231.1966	942598.1848	1033	565230.9727	942598.0906	0.2238	0.0942
152	565230.8968	942595.7093	1032	565230.9151	942598.3174	-0.4525	-0.437
153	565214.681	942568.8549	1031	565214.6721	942568.885	0.0089	-0.03
154	565214.3512	942555.1735	1030	565214.1892	942555.8273	0.162	-0.6538
155	565214.3581	942580.4509	1288	565214.528	942580.1861	-0.1699	0.2649
156	565222.7823	942640.8133	1028	565222.9259	942640.2438	-0.1436	0.5695
157	565222.4954	942596.4497	1027	565222.6814	942596.1641	-0.2759	0.2855
158	565231.9185	942591.586	1026	565232.0916	942591.09	-0.1731	0.496
159	565221.4277	942586.1268	1025	565221.7735	942586.531	-0.3458	-0.4042
160	565221.0508	942582.1286	1024	565221.2302	942582.4192	-0.1493	-0.2906
161	565226.2366	942581.6772	1030	565226.6387	942581.591	-0.4021	0.0862
162	565226.8474	942580.8584	1039	565226.7038	942580.8304	-0.0564	0.028
163	565227.1343	942596.0021	1038	565227.2851	942596.7472	-0.1507	0.7549
164	565227.5132	942599.9863	1037	565226.9672	942600.0803	0.5639	-0.0939
165	565232.2461	942599.5367	1036	565232.348	942599.2781	-0.1019	0.2586
166	565231.3783	942590.8108	1031	565231.6579	942590.1675	-0.0830	0.3352
167	565230.8855	942585.2256	1033	565231.6051	942585.1738	-0.7196	0.0518
168	565230.9285	942581.2414	1032	565231.205	942581.3703	-0.6964	-0.1298
169	565235.3054	942580.8181	1009	565235.4852	942580.576	-0.1137	0.2256
170	565236.3431	942595.1004	1008	565236.7211	942595.1277	-0.3779	-0.0272
171	565235.72	942599.1126	1007	565235.792	942599.548	-0.021	-0.4353
172	565241.2	942598.6886	1006	565241.2466	942598.6207	-0.0466	0.0679
173	565241.8231	942594.7064	1005	565241.7629	942594.751	0.0602	-0.0446
174	565240.3362	942588.9027	1004	565240.3322	942589.499	0.004	-0.5963
175	565239.8654	942584.5775	1003	565239.9605	942584.7122	-0.1201	-0.1347
176	565239.4685	942581.3953	1002	565240.1295	942580.2093	-0.661	0.1859
177	565245.8566	942579.7907	1133	565245.812	942579.924	0.0346	-0.1333
178	565246.2165	942581.7729	1132	565246.88	942581.662	0.1535	0.1108
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	565251.9124	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	942582.9653	1236	565262.323	942582.851	-0.2507	0.1143
190	565262.5581	942582.6489	1237	565262.595	942582.904	-0.0357	-0.255
191	565262.9062	942586.6311	1238	565263.275	942586.708	-0.3688	-0.0769
192	565267.6651	942586.3935	1239	565267.624	942586.931	0.0411	0.3725
193	565267.3881	942582.3513	1230	565267.548	942582.331	-0.2578	0.1297
194	565266.8013	942567.0576	1231	565266.998	942566.897	-0.1966	0.1905
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196	565272.3919	942585.7369	1228	565272.513	942585.624	-0.1211	0.1129
197	565272.017	942591.7317	1227	565272.093	942591.692	-0.0759	0.1237
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200	565278.9623	942577.4427	1223	565279.023	942577.635	0.0384	-0.1923
201	565278.6894	942611.8183	1232	565278.768	942611.437	-0.0785	0.4022
202	565278.3396	942608.7549	1233	565278.284	942608.373	0.0755	-0.018
203	565281.1738	942611.5095	1235	565281.127	942611.521	0.0468	-0.0164
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205	565281.0907	942611.8168	1153	565281.436	942611.851	-0.3453	-0.0342
206	565280.7069	942608.3324	1136	565280.76	942608.061	-0.0531	-0.4286
207	565287.2225	942608.6612	1135	565287.32	942608.088	-0.0975	-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	565314.4563	942593.7367	1153	565314.332	942593.925	0.1432	-0.2183
211	565302.4751	942592.9926	1152	565302.543	942592.092	0.03	0.0893
212	565313.8988	942584.8948	1151	565313.845	942585.005	0.1548	-0.1101
213	565310.0176	942585.2708	1150	565310.015	942585.31	0.0026	-0.0392
214	565309.5543	942590.377	1149	565309.757	942590.239	-0.2027	0.138
215	565313.5365	942590.8001	1148	565313.658	942590.725	-0.1215	0.275
216	565313.0772	942585.3573	1147	565312.89	942584.953	0.1831	0.3523
217	565309.091	942585.4922	1146	565309.283	942585.607	-0.192	-0.1147
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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
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222	565311.1995	942574.8489	1141	565311.288	942574.944	-0.0888	-0.5253
223	565308.2188	942570.121	1140	565308.304	942569.91	-0.0851	0.211
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225	565287.2795	942568.1989	1125	565287.066	942568.61	-0.3868	-0.411
226	565287.8465	942574.1622	1126	565287.927	942573.964	-0.0825	0.1781
227	565281.2909	942568.5458	1127	565281.443	942569.14	-0.1541	-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	-0.6912
230	565279.8801	942574.8961	1131	565279.859	942574.9	0.021	-0.0039
231	565279.1926	942579.3391	1120	565279.798	942579.658	-0.1931	-0.3189
232	565287.3078	942582.8068	1129	565287.548	942581.338	-0.2401	0.4471
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234	565283.5399	942592.3371	1217	565283.645	942593.092	-0.1051	0.565
235	565279.7257	942588.1825	1118	565279.567	942588.852	0.1586	0.1305
236	565280.0555	942592.6669	1219	565279.46	942593.965	0.5955	0.7018
237	565267.8489	942588.3087	1117	565267.84	942588.331	0.0089	-0.0242
238	565271.5485	942572.8545	1222	565271.768	942572.666	-0.2195	0.1885
239	565269.8319	942591.3094	1223	565269.785	942591.91	0.0252	0.2794
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241	565260.734	942572.4812	1233	565260.778	942572.306	-0.0419	0.1752
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245	565234.8894	942574.9075	1030	565235.0535	942575.2504	-0.162	-0.3429
246	565247.8117	942573.7061	1000	565247.9029	942573.7308	-0.1112	-0.0245
247	565299.3769	942595.2935	1038	565299.501	942595.778	-0.1241	0.1994
248	565222.2087	942577.1031	1023	565222.1837	942577.0297	0.099	0.2894
249	565281.5396	942574.8799	1022	565281.598	942574.8861	-0.1546	-0.0677
250	565239.2601	942577.4018	1021	565239.0753	942577.733	0.2067	-0.1132
251	565281.9536	942575.8594	1046	565281.723	942575.667	0.2325	-0.2736
252	565211.519	942581.3667	1265	565211.21	942580.935	0.309	0.4518
253	565280.9714	942575.7594	1267	565287.103	942575.626	-0.1295	0.1343
254	565287.1568	942581.7437	1264	565287.626	942581.467	-0.0892	0.2757
255	565282.8882	942576.3479	1262	565282.993	942576.587	-0.0918	-0.4397
256	565283.9346	942582.1206	1263	565283.769	942582.052	-0.2061	0.0685
257	565295.91	942581.6451	1020	565296.2925	942581.6456	-0.3404	0.2108
258	565190.7774	942576.2588	1040	565190.6027	942576.1387	0.1746	0.1182
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260	565257.3036	942582.7451	1122	565257.308	942582.688	-0.0043	0.2563
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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

ENGINEERS - PLANNERS
SURVEYORS
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FAX: (305) 592-1078
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X:\ALLDWGS\ALLDWGS 10\PROJECTS\9521 E BAY HARBOR DR\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

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
F.I.R.-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.

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
MEMORANDUM

TO: Mayor and Members of the Town Council

FROM: Alexander Garcia, Building Official

THROUGH: Town Manager

DATE: 1/26/2026

SUBJECT: Unsafe Structures Ordinance – Emergency Displacement, Enforcement, and Cost Recovery

PURPOSE OF MEMORANDUM

The purpose of this memorandum is to provide background and context regarding the proposed ordinance relating to unsafe structures, emergency displacement assistance, enforcement authority, and cost recovery, which is presented for Council consideration.

BACKGROUND

The Town of Bay Harbor Islands enforces the Florida Building Code, which requires the Building Official to identify, evaluate, and address buildings that are unsafe or unfit for human occupancy. In certain cases, unsafe structures present immediate life-safety hazards that require prompt action, including orders to vacate, securing of the structure, and temporary protective measures.

Recent enforcement cases have highlighted limitations in the Town's existing regulatory framework when property owners fail or refuse to comply with lawful orders, defer maintenance, or attempt to rely on stated future demolition to avoid responsibility. In some instances, unsafe conditions have resulted in occupant displacement, leaving the Town to respond to urgent life-safety and humanitarian concerns without clear cost-recovery authority.

SUMMARY OF PROPOSED ORDINANCE

The proposed ordinance is intended to strengthen and clarify the Town's authority while remaining fully consistent with existing Florida Building Code enforcement powers. Key elements include:

• Clarifying that unsafe structures resulting from owner-caused or owner-allowed conditions remain the responsibility of the property owner.
• Authorizing limited emergency displacement assistance solely to protect life safety when owners refuse to act.
• Affirming that Town actions taken to protect life safety do not waive owner responsibility or create landlord-tenant obligations.
• Authorizing interim safety measures and Town-performed abatement when owners fail to comply with lawful orders.
• Establishing clear authority for recovery of Town-incurred costs, including professional services, securing, stabilization, and enforcement.
• Clarifying that a stated intent to demolish does not stay enforcement absent an issued demolition permit.
• Providing enhanced enforcement remedies through the Special Magistrate, including fines, liens, and shortened compliance timelines for repeat violations.

POLICY CONSIDERATIONS

The ordinance is designed to ensure that life-safety decisions are based on objective building conditions, that negligent property owners do not shift the cost of unsafe conditions to the Town or its residents, and that enforcement actions cannot be misused to improperly displace occupants without accountability.

The ordinance does not regulate landlord-tenant relationships, rent, or private lease terms, and does not create new categories of enforcement beyond those already authorized under the Florida Building Code.

FISCAL IMPACT

The ordinance may allow the Town to recover costs that are currently absorbed during unsafe structure responses. Any emergency expenditures authorized under the ordinance are intended to be temporary and recoverable from responsible property owners through existing legal mechanisms.

RECOMMENDATION

Staff recommends adoption of the Unsafe Structures Ordinance as presented. The ordinance provides clarity, strengthens enforcement consistency, protects residents, and ensures that responsibility for unsafe conditions remains with property owners, consistent with Florida law and the Town's public safety obligations.

ORDINANCE NO. ___

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY CREATING CHAPTER 5, ARTICLE IV, ENTITLED "UNSAFE STRUCTURES"; PROVIDING FOR EMERGENCY DISPLACEMENT ASSISTANCE; ESTABLISHING PROPERTY OWNER RESPONSIBILITY FOR OWNER-CAUSED OR OWNER-ALLOWED UNSAFE CONDITIONS; AUTHORIZING INTERIM SAFETY MEASURES AND TOWN-PERFORMED ABATEMENT; PROVIDING FOR RECOVERY OF COSTS INCURRED BY THE TOWN, INCLUDING LIENS AND OTHER LEGAL REMEDIES; PROHIBITING STAYS OF ENFORCEMENT BASED SOLELY ON INTENT TO DEMOLISH; PROVIDING TENANT PROTECTIONS; AUTHORIZING ENHANCED REMEDIES FOR REPEAT OFFENDERS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands (the "Town") has adopted and enforces the Florida Building Code, including provisions governing unsafe structures and conditions that endanger life, health, safety, or public welfare; and

WHEREAS, the Florida Building Code authorizes the Building Official to order the vacation, securing, repair, or abatement of buildings determined to be unsafe or unfit for human occupancy; and

WHEREAS, unsafe structures pose immediate threats to occupants, neighboring properties, first responders, and the general public, and may necessitate immediate action by the Town; and

WHEREAS, the Town Council finds that unsafe conditions may arise from negligent maintenance, willful disregard, or failure to comply with lawful orders, and that property owners should not be permitted to misuse code enforcement to improperly displace occupants; and

WHEREAS, when Town resources are expended to address unsafe structures caused or allowed by property owners, such costs should be borne by the responsible owners rather than the taxpayers; and

WHEREAS, the Town Council held a duly advertised public hearing to consider the proposed modifications to the Town's Code of Ordinances.

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

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

Section 2: That 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 3: The effective date of the 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 4: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 11th day of Feb, 2026.

PASSED on Second Reading TBA

_____

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"

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

Chapter 5 BUILDINGS AND CONSTRUCTION

ARTICLE IV Unsafe Structure

Sec. 5-50. – Purpose and intent.

The purpose and intent of this Article is to protect public health, safety, and welfare; to prevent the misuse of unsafe-structure enforcement as a means to wrongfully displace occupants; to ensure that property owners bear financial responsibility for unsafe conditions resulting from their action or inaction; and to provide clear and express authority for emergency action, abatement, and cost recovery by the Town.

Sec. 5-51. – Emergency displacement assistance.

When a structure is declared unsafe and ordered vacated pursuant to the Florida Building Code, and the owner of such structure fails or refuses to provide temporary relocation housing for displaced occupants, the Town Manager or designee is hereby authorized to expend Town funds on an emergency basis solely to protect life safety. Such assistance shall be temporary in nature and shall not create a landlord-tenant relationship nor impose any continuing duty to house upon the Town.

Sec. 5-52. – Owner-caused or owner-allowed unsafe conditions.

A determination by the Building Official that an unsafe condition resulted from negligent maintenance, willful disregard of property conditions, failure to correct known deficiencies following actual or constructive notice, or failure to comply with lawful orders of the Building Official or Code Enforcement Board shall constitute prima facie evidence of owner responsibility. Such a determination shall subject the owner to all resulting enforcement actions, fines, and costs incurred by the Town.

Sec. 5-53. – Property owner responsibility not waived.

Town actions taken to protect life safety, including but not limited to emergency displacement assistance, temporary securing, or utility disconnection, shall not relieve a property owner of any obligations owed to tenants or occupants at law or in equity. Nor shall such actions be deemed an acceptance of liability or assumption of ownership by the Town.

Sec. 5-54. – Interim safety and habitability measures.

The Building Official is authorized to require or perform temporary measures to mitigate imminent hazards, including but not limited to weatherproofing, shoring, structural stabilizing, securing of openings, mold containment, pest extermination, or disconnection of utilities. Such measures may be ordered regardless of an owner's stated intent to repair, demolish, or redevelop the subject property.

Sec. 5-55. – Intent to demolish not a defense.

An owner's statement of intent to demolish, board up, or redevelop a structure shall not stay enforcement proceedings, extend compliance deadlines, or relieve the owner of responsibility for unsafe conditions unless and until a valid demolition permit has been issued, all required

safety measures have been implemented, and the structure no longer poses a threat to public health, safety, or welfare as pursuant in Sec. 5-5.1.

Sec. 5-56. – Cost recovery and liens.

The Town may recover all direct and indirect costs incurred in connection with the enforcement of this Article, including but not limited to emergency lodging, professional services (including legal, engineering, and architectural), stabilization, securing, demolition, administrative processing, and enforcement expenses. When any structure within the Town is found to require condemnation or demolition, the Town shall first pursue remedial action through a hearing before the Unsafe Structures Board, as established and in accordance with the procedures set forth in the Florida Building Code and this Chapter. Such costs may be recovered through any lawful means, including but not limited to the recordation of a lien against the subject property, which lien shall be superior to all other liens except valorem taxes.

Sec. 5-58. – Repeat offender provisions.

If a structure is declared unsafe on two (2) or more separate occasions within a twenty-four (24) month period, the owner shall be designated a "repeat offender." Such designation may result in enhanced enforcement actions, including but not limited to increased fines, immediate suspension or revocation of occupational licenses, and expedited abatement proceedings without prior written warning.

Sec. 5-57. – Special Magistrate remedies.

In addition to any other remedy provided by law or ordinance, the Special Magistrate may order any or all of the following upon a finding of violation of this Article:

1. Imposition of fines, including continuing fines per day of violation;
2. Reimbursement to the Town of all costs incurred;
3. Authorization for the Town to perform or contract for abatement or remediation;
4. Recording of liens against the subject property;
5. Shortened compliance deadlines based upon the severity of the threat to public safety; and
6. Enhanced remedies as authorized for repeat violators.

Sec. 5-59. – Administration and enforcement.

This Article shall be administered and enforced by the Building Official, the Town Manager, and the Code Enforcement Division, or their respective designees. The Building Official is authorized to promulgate rules, policies, and procedures consistent with this Article to effectuate its purposes.

TOWN OF BAY HARBOR ISLANDS
PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Interim Town Manager Evelyn Herbello, Deputy Town Manager/ Town Clerk
CC:	Tania Cruz-Gimenez, Esq., Interim Town Attorney
FROM:	Lorrainia Belle Town Planner
DATE:	March 12, 2026
SUBJECT:	Town of Bay Harbor Islands – Second Reading of Ordinance Establishing a New Transportation Impact Fee (Section 19-70).

RECOMMENDATION

Town Council discretion to approve the attached Ordinance on first reading, which adopts a new Section 19-70, "Transportation Impact Fee," into the Town's Code of Ordinances.

BACKGROUND

On February 11, 2026, the Town Council unanimously approved the ordinance on first reading with a 6-0 vote. As the Town plans for its future and manages ongoing redevelopment, ensuring our transportation infrastructure can accommodate growth is a fundamental responsibility. New development generates additional vehicular trips, placing increased demand on the Town's roadway network, including Kane Concourse, bridges, signals, sidewalks, and related public infrastructure. The current funding model for significant transportation improvements relies on the General Fund, which does not directly link the cost of growth to the developments that create the need.

To address this, the Town Council directed staff and the Town Attorney to develop a fair and legally defensible mechanism to ensure new growth pays its proportionate share of the capital costs for transportation system expansions necessitated by that growth. On October 8, 2025, the Town Council approved the hiring of a qualified consultant to conduct a comprehensive Transportation Impact Fee Study. This study will provide the necessary data and methodology to calculate equitable fees and ensure the program complies with all statutory requirements.

ANALYSIS

The attached ordinance establishes a Transportation Impact Fee program. This is a standard and widely accepted planning tool used by municipalities to fund infrastructure required by new development. Key aspects of the proposed ordinance include:

1. **Legal Basis & Intent:** The ordinance establishes clear legislative findings that link new development to increased infrastructure demand and declares the Council's intent to have such development bear a proportionate share of capital costs, separate from operational and maintenance expenses.
2. **Fair Share Principle:** The fee is designed to ensure that new development contributes its "fair share" to the cost of system improvements needed to maintain adopted Levels of Service (LOS), protecting the quality of life for existing residents and businesses.
3. **Structure of the Ordinance:** The new Section 19-70 provides the foundational framework, including:
    - **Short Title and Applicability** (applies to new residential, commercial, and mixed-use development).
    - **Legislative Findings, Intent, and Purpose.**
    - **Key Definitions** (e.g., "Transportation Impact Fee," "Transportation System," "Level of Service").
    - **Placeholder for Future Detail:** The ordinance structure anticipates that detailed schedules for **Fee Calculation, Administration, Collection Procedures, Establishment of a Trust Fund, and an Appeals Process** will be developed through a subsequent resolution or amendment based on the forthcoming consultant's study. This two-step process allows the Council to establish the legal framework first, with specific fees and administrative details to follow based on a professional needs assessment.

CONCLUSION

The establishment of a Transportation Impact Fee is a proactive and fiscally responsible step toward managing the Town's growth. It creates a dedicated, equitable funding source for necessary transportation improvements directly linked to new development. Staff believes this ordinance establishes a sound legal and policy framework for the program. Approval on first reading will initiate the public process for this important initiative.

FINANCIAL ANAYSIS

GL Line-Item Number: A new dedicated account will need to be established upon final adoption of the fee schedule.

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

2nd Ordinance

ORDINANCE NO. ___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING A NEW SECTION 19-70, "TRANSPORTATION IMPACT FEE," TO THE TOWN'S CODE OF ORDINANCES; PROVIDING LEGISLATIVE FINDINGS AND INTENT; PROVIDING APPLICABILITY, PURPOSE, AND DEFINITIONS; PROVIDING FOR THE ESTABLISHMENT OF A TRANSPORTATION IMPACT FEE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands is responsible for providing, operating, and maintaining a safe and efficient public transportation system for the movement of people and goods to protect the public health, safety, and welfare of its residents and businesses; and

WHEREAS, new development within the Town generates additional vehicular and pedestrian trips, creating increased demand upon the public transportation infrastructure, including roadways, bridges, signals, signage, striping, sidewalks, and related capital facilities; and

WHEREAS, it is necessary and in the public interest to establish a mechanism to ensure that new growth and development contributes its proportionate and equitable share to the capital costs of expanding and improving the transportation system necessitated by such development; and

WHEREAS, the Town Council has determined that the adoption of a transportation impact fee ordinance is a rational and reasonable method to fund these necessary system improvements and to maintain the adopted Level of Service standards for the Town's transportation network, separate from general fund revenues used for operational and maintenance expenses; and

WHEREAS, the Town Council held duly advertised public hearings to consider the adoption of this new ordinance.

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

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

Section 2: Adoption of New Section 19-70. The Town of Bay Harbor Islands Code of Ordinances is hereby amended by adding a new Section 19-70, titled "Transportation Impact Fee," which shall read as follows:

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

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is

therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

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

PASSED on First Reading this 11th day of February 2026.

PASSED on Second Reading TBA

_____

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"

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER 19 TRAFFIC

ARTICLE IV. TRANSPORTATION IMPACT FEE

Reserve Sec.19-58-68

Sec. 19-70. Transportation Impact Fee

a) Short title. This section shall be known and may be cited as the Town of Bay Harbor Islands "Transportation Impact Fee Ordinance".
b) This section shall apply to the development of property for residential or commercial use located within the boundaries of the town.
c) Providing safe and efficient transportation for people and goods throughout the islands is a core municipal function of the Town. The benefits of mobility relate directly to the quality of life of our residents and the economic health of the business community. The purpose of this section is to provide a standard level of service regarding the condition of the transportation system including, but not limited to, roads, bridges, signals, signage, striping and sidewalks but also for the addition or expansion of the transportation system necessary to adequately serve the impacts and demands of new development; and to require that future growth contribute its fair share to the cost of additions and improvements to the transportation system, in amounts reasonably anticipated to offset the impacts and demands generated by such growth. This cost does not include operational and maintenance costs.

Sec. 19-71- Payment required upon building permit issuance, other

Before a building permit is issued, the applicant shall be required to pay monetary fees or to dedicate land, or a combination thereof in accordance with this section. The fees as set forth in this section shall be paid upon the issuance of a building permit. However, at the discretion of the town council, the council may order said fees to be paid at the time of platting a subdivision plan, site development, or at the time of issuance of the certificate of occupancy taking into consideration the type of development and any unique factors concerning the development.

TOWN OF BAY HARBOR ISLANDS
PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Interim Town Manager Evelyn Herbello, Deputy Town Manager/ Town Clerk
CC:	Tania Cruz-Gimenez, Esq., Interim Town Attorney
FROM:	Lorrainia Belle Town Planner
DATE:	March 12, 2026
SUBJECT:	Town of Bay Harbor Islands – Second Reading of Ordinance Establishing a New Police Service Impact Fee (Section 26.1).

RECOMMENDATION

Town Council discretion to approve the attached Ordinance on first reading, which adopts a new Section 26.1, "Police Service Impact Fee," into the Town's Code of Ordinances.

BACKGROUND

On February 11, 2026, the Town Council unanimously approved the ordinance on first reading with a 6-0 vote. Providing for the safety and security of our residents, businesses, and visitors is the Town's most fundamental responsibility. New residential and commercial development increases the demand for police services, including emergency response, routine patrols, crime prevention, and traffic enforcement. To meet this increased demand effectively, the Town must expand and upgrade its public safety capital infrastructure, such as police vehicles, communications systems, information technology, and training facilities. Currently, these significant capital costs are borne by the General Fund, which places the burden of funding growth-related needs on all taxpayers.

To ensure new growth pays its proportionate share for the capital facilities it necessitates, the Town Council directed staff to develop a fair and legally sound Police Service Impact Fee program. The proposed ordinance establishes the legal framework for such a fee, consistent with Florida Statutes Chapters 163 and 166. A companion Impact Fee Study will be required to define

the specific fee calculations and capital improvements plan, providing the necessary nexus and proportionality to withstand legal scrutiny.

ANALYSIS

The attached ordinance establishes the legal and policy foundation for a Police Service Impact Fee, a common and judicially validated tool for funding infrastructure necessitated by growth. Key aspects include:

1. **Legislative Findings & Purpose:** The ordinance contains detailed legislative findings that establish the clear link between new development and the need for expanded public safety capital facilities. It formally declares the Town Council's intent to ensure new development bears a proportionate share of these capital costs, distinct from ongoing operational and maintenance expenses funded through the General Fund.
2. **Equity & Fair Share:** The program is designed on the principle that future growth should pay its own way. The fee will be calculated to ensure that new development contributes a fair and proportionate share toward the capital costs required to maintain the Town's established level of police service.
3. **Structure of the Ordinance:** The new Section 26.1 provides the essential framework, including:
    - A **Short Title** and clear **Applicability** to new residential and commercial development.
    - Comprehensive **Legislative Findings and Purpose**.
    - **Future Detail via Resolution:** A critical component of the ordinance states that the specific fee amounts for each type of development unit will be established by a subsequent resolution, based on the forthcoming Impact Fee Study. This two-step process (1. Establish the legal authority via ordinance; 2. Set the fees via resolution) is a standard and prudent approach, allowing fees to be updated as needed without amending the Town Code.

CONCLUSION

The establishment of a Police Service Impact Fee is a strategic, long-term planning tool that promotes responsible fiscal management and equitable growth. By creating a dedicated funding source for public safety capital needs generated by new development, the Town can ensure its police department remains equipped and effective without placing undue financial strain on existing taxpayers. Staff has worked with the Town Attorney to draft an ordinance that creates a legally sound framework for this program. Approval on first reading will initiate the public hearing process for this important measure.

FINANCIAL ANAYSIS

GL Line-Item Number: A new, dedicated Police Service Impact Fee Trust Fund will need to be established by the Finance Department upon final adoption of the fee schedule resolution.

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

ORDINANCE NO. ___

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ESTABLISHING A POLICE SERVICE IMPACT FEE; PROVIDING FOR A SHORT TITLE; PROVIDING FOR THE IMPOSITION AND CALCULATION OF THE FEE; PROVIDING FOR COLLECTION PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands ("Town") is empowered by the Florida Constitution, the Bay Harbor Islands Town Charter, and Chapters 163 and 166, Florida Statutes, to enact ordinances for the protection, health, safety, and general welfare of its residents; and

WHEREAS, protecting public safety is a core municipal function of the Town, and the enforcement of laws and codes is a core function of the Department of Public Safety; and

WHEREAS, research consistently demonstrates that strong adherence to the rule of law is a foundational element of economically thriving and secure communities; and

WHEREAS, new residential and commercial development generates additional demand for police services, including emergency response, traffic enforcement, and crime prevention, which requires the Town to expand its public safety capital infrastructure; and

WHEREAS, such capital infrastructure includes, but is not limited to, police vehicles, communications equipment, information technology systems, training facilities, and other equipment required to effectively and safely respond to calls for service; and

WHEREAS, it is necessary and equitable that new development pay its proportionate share of the capital costs required to maintain the Town's standard level of police service, ensuring that such growth does not diminish service levels for existing residents and businesses; and

WHEREAS, the Town intends to establish a Police Service Impact Fee that is rationally and reasonably calculated to offset the capital cost impacts generated by new development, separate from operational and maintenance costs which are funded through the General Fund;

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

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

Section 2: Adoption of New Chapter 26. The Town of Bay Harbor Islands Code of Ordinances is hereby amended by adding a new Section 26.1, titled "Police Service Impact Fee".

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

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

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

PASSED on First Reading this 11th day of February 2026.

PASSED on Second Reading TBA

_____

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"

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER 26

POLICE

Sec. 23-1. – Bay Harbor Islands Police Impact Fee Ordinance.

(a) *Short title*. This section shall be known and may be cited as the Town of Bay Harbor Islands "Public Safety Impact Fee Ordinance".

(b) This section shall apply to the development of property for residential or commercial use located within the boundaries of the town.

(c) Protecting public safety is a core municipal function of the Town. The enforcement of laws and codes is a core function of the Department of Public Safety. The public benefits of this function are well established, and research consistently demonstrates that strong adherence to the rule of law is a foundational element of economically thriving and secure communities. The purpose of this section is to provide a standard level of service regarding the ability of officers to respond to calls from the public with the equipment required to effectively address the calls. This includes both the increased use of current equipment and the capital expenditure needed to add or expand facilities and resources sufficient to meet the impacts and demands created by new development. It further ensures that future growth pays its proportionate share of these costs in amounts reasonably calculated to offset the impacts generated by that growth. This cost does not include operational and maintenance costs.

Sec. 26-2- Payment required upon building permit issuance, other

Before a building permit is issued, the applicant shall be required to pay monetary fees or to dedicate land, or a combination thereof in accordance with this section. The fees as set forth in this section shall be paid upon the issuance of a building permit. However, at the discretion of the town council, the council may order said fees to be paid at the time of platting a subdivision plan, site development, or at the time of issuance of the certificate of occupancy taking into consideration the type of development and any unique factors concerning the development.

TOWN OF BAY HARBOR ISLANDS
PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Interim Town Manager Evelyn Herbello, Deputy Town Manager/ Town Clerk
CC:	Tania Cruz-Gimenez, Esq., Interim Town Attorney
FROM:	Lorrainia Belle Town Planner
DATE:	March 12, 2026
SUBJECT:	Town of Bay Harbor Islands – Second Reading of an Ordinance Amending the Town Code to Establish a New Park Impact Fee

RECOMMENDATION

Town Council discretion to approve the attached Ordinance on first reading, which amends the Town Code by adding Section 15-6, titled "Bay Harbor Islands Local Park Impact Fee Ordinance."

BACKGROUND

On February 11, 2026, the Town Council unanimously approved the ordinance on first reading with a 6-0 vote.

Providing parks, open space, and recreational opportunities is essential to the health, welfare, and quality of life of our residents. New residential development increases the demand for these public facilities. To meet this increased demand and maintain the community's established standards, the Town must expand and enhance its public park system, including acquiring land, developing parks, and improving existing recreational infrastructure.

Currently, the capital costs for these park improvements are borne by the General Fund, placing the financial burden of funding growth-related needs on all taxpayers. To ensure new residential growth pays its proportionate share for the park capital facilities it necessitates, the Town Council has directed staff to prepare an amendment to the Town Code to implement a Park Impact Fee program. The proposed ordinance amends the Code to add the legal framework for such a fee, consistent with Florida Statutes Chapters 163 and 170. A companion, professionally prepared Park Impact Fee Study will define the specific fee calculations and a Capital Improvements Plan,

providing the required "dual rational nexus" to withstand legal scrutiny. This initiative complements the existing policy for parkland dedication established by Ordinance No. 784, effective November 14, 2005.

ANALYSIS

The attached ordinance **amends the Town Code to add** the legal and policy foundation for a Park Impact Fee, a standard and judicially validated tool for funding infrastructure necessitated by growth. Key aspects of this **Code amendment** include:

1. **Legislative Findings & Purpose: Section 15-6** contains detailed legislative findings that establish the clear benefits of public parks and the direct link between new residential development and the need for expanded park capital facilities. It formally declares the Town Council's intent to ensure new development bears a proportionate share of these capital costs, distinct from ongoing operational and maintenance expenses.
2. **Equity & Fair Share:** The program is designed on the principle that future growth should pay its own way. The fee will be calculated to ensure that new residential development contributes a fair and proportionate share toward the capital costs required to maintain the Town's adopted Level of Service for parks.
3. **Structure of the Amendment: Section 15-6** provides the essential framework, including:
    - A Short Title and clear Applicability to new residential development (non-residential and commercial are exempt).
    - Comprehensive Legislative Findings and Purpose.
    - Key definitions, collection procedures, use of funds, credit provisions, exemptions, and appeals processes.
    - **Future Detail via Resolution:** A critical component is that the specific fee schedule (amount per dwelling unit type) will be established by a subsequent resolution of the Town Council, based on the forthcoming Impact Fee Study. This two-step process (1. Establish the legal authority by amending the Code; 2. Set the fees via resolution) is a standard and prudent approach, allowing fees to be updated as needed without a further Code amendment.

CONCLUSION

Amending the Town Code to add a Park Impact Fee is a strategic, long-term planning tool that promotes responsible fiscal management, equitable growth, and the preservation of community character. By creating a dedicated funding source for park capital needs generated by new development, the Town can ensure its park system continues to serve residents effectively without placing undue financial strain on existing taxpayers. Staff has worked with the Town Attorney to draft an ordinance that amends the Code to create a legally sound framework for this program. Approval on first reading will initiate the public hearing process for this important Code amendment.

FINANCIAL ANAYSIS

GL Line-Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

ORDINANCE NO. ___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ESTABLISHING A PARK IMPACT FEE; PROVIDING FOR SHORT TITLE, APPLICABILITY, AND PURPOSE; PROVIDING DEFINITIONS; ESTABLISHING A METHODOLOGY FOR FEE CALCULATION AND COLLECTION; PROVIDING FOR ADMINISTRATION, CREDITS, EXEMPTIONS, APPEALS, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands is committed to maintaining and enhancing its quality of life through a system of public parks, open space, and recreation facilities; and

WHEREAS, new residential development generates additional demand and impact upon the Town's public park system; and

WHEREAS, it is fair and equitable that new residential growth pay a proportionate share of the capital costs necessary to provide additional park facilities to serve such new growth; and

WHEREAS, the Town's Comprehensive Plan establishes level of service standards for parks and recreation; and

WHEREAS, this ordinance is adopted pursuant to the authority granted by Article VIII of the Florida Constitution and Chapters 163 and 170, Florida Statutes.

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

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

Section 2: The Town of Bay Harbor Islands Code of Ordinances is hereby amending Section 15-6, titled "Parks Impact Fee".

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

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

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

PASSED on First Reading this 11th day of February 2026.

PASSED on Second Reading TBA

_____

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"

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER 15 PARK AND RECREATION

Sec. 15-6. – Bay Harbor Islands Local Park Impact Fee Ordinance.

Sec. 15-6.1. – Short title, applicability and purpose.

(a) Short title. This section shall be known and may be cited as the Town of Bay Harbor Islands "Park Impact Fee Ordinance".

~~*(b)*~~ This section shall apply to the development of property for residential and/or commercial use located within the boundaries of the town. ~~Nonresidential development of property shall not be subject to the terms of this section. In mixed-use developments, only that portion of a development used for residential purposes shall be subject to the terms of this section.~~

(c) The existence of public parks has substantial benefits to proximate residential development and provides benefits to people visiting commercial uses as well. These benefits include actual use by residents and visitors of such development and aesthetic, recreational, and environmental benefits to the residential area and ~~its~~ population associated with its uses. These benefits accrue to all properties and residents of the area. The purpose of this section is to provide not only for the minimum level of service established by the ~~town's adopted comprehensive plan, but also~~ industry standard open space and recreation land use to developed area ratios, but also for the additional public park open space and recreation facilities necessary to adequately serve the impacts and demands of new ~~residential~~ development; and to require that future ~~residential~~ growth contribute its fair share to the cost of additions and improvements to the town's public park system in amounts reasonably anticipated to offset the impacts and demands generated by such growth. This cost does not include operational and maintenance costs.

Sec. 15-6.4. - General provisions.

All residential and commercial development is deemed to create an impact and therefore an increased demand for public facilities including open space, park and recreational facilities. As such, the cost of new public facilities should be borne by new users to the extent new users require new facilities. Therefore, any application for a building permit within the town enabling the construction of a new ~~residential dwelling unit~~ development on or after the effective date of Ordinance No. ~~784 [November 14, 2005]~~ [Effective Date] shall be subject to the imposition of park impact fees in the manner and amount set forth in this section.

Sec. 15-6.9. - New development, defined; applicability of section.

The term "new" development shall mean any new residential dwelling unit, new commercial and/or improvements to an existing dwelling unit or commercial that increase the utility of the dwelling unit (i.e. additional bedrooms) or square footage for which a building permit is required, or will be required as of the effective date of Ordinance No. ~~784 [November 14, 2005]~~ [Effective Date]. In the case of existing development, no impact fee shall be required for any existing dwelling units demolished or renovated as part of a redevelopment project, only new dwelling units. To receive a credit, evidence shall be submitted clearly indicating the quantity of existing dwelling units, including but not limited to, a current survey (not more than six months old), utility bills or tax records. No credit shall be given if the property has been vacant for more than 24 months prior to the application for development approval. If an existing dwelling unit is modified to add additional bedrooms, a partial park impact fee shall be required for the additional bedroom. In this instance, the town impact fee shall be one-half the normal fee.

TOWN OF BAY HARBOR ISLANDS
PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Interim Town Manager Evelyn Herbello, Deputy Town Manager/ Town Clerk
CC:	Tania Cruz-Gimenez, Esq., Consultant Town Attorney
FROM:	Lorrainia Belle Town Planner
DATE:	March 12, 2026
SUBJECT:	Town of Bay Harbor Islands – Ordinance to Codify Previously Approved Uses and Amend Procedures for the B-1 District.

RECOMMENDATION

Town Council discretion to approve the attached Ordinance to renumber and reorder Section 23-5 of the Town Code to incorporate both the previously approved "Medical Spa" use and the "Automobile Showroom" use into the proper sequence of permitted uses in the B-1 Business District.

BACKGROUND

On February 11, 2026, the Town Council unanimously approved the ordinance on first reading with a 6-0 vote. The Town Council has recently approved two new permitted uses for the B-1 Business District:

1. 1.Medical Spa - Approved on October 8, 2025.
2. 2.Automobile Showroom - Approved on October 8, 2025

During October 8, 2025, public hearing for the Automobile Showroom ordinance, the attorney representing the prospective automobile dealer requested several substantive changes to the regulatory language. These requested amendments affected not only the content but also the organizational structure of the proposed section.
As a result, when codifying both new uses into Section 23-5, the current numbering and ordering of subsections requires adjustment to:

•Maintain logical sequence among all permitted uses
Ensure both new uses are properly integrated
•Reflect the Council's approved language for both uses
•Maintain code clarity and organization
The attached ordinance provides the necessary technical corrections to renumber and reorder Section 23-5 to accomplish these objectives.

ANALYSIS

The attached ordinance makes technical, non-substantive changes to Section 23-5 to properly sequence the two newly approved uses:

1. **Integration of Both Uses**: The ordinance will incorporate both the "Medical Spa" and "Automobile Showroom" uses into the appropriate locations within the list of permitted uses in Section 23-5, maintaining alphabetical or categorical order as established by the Code.
2. **Renumbering Required**: Due to the insertion of these new uses and the specific regulatory subsections for the Automobile Showroom, existing subsections will be renumbered to maintain sequential order throughout Section 23-5.
3. **Reordering of Subsections**: The specific regulations for the Automobile Showroom use (including size limitations, test drive restrictions, storage limits, etc.) will be organized within the section in a logical manner consistent with the Code's structure for other regulated uses.
4. **No Substantive Changes**: This ordinance makes no changes to the substantive regulations approved by the Council for either use. It only addresses the numbering and ordering necessary for proper codification.

CONCLUSION

The attached ordinance provides the necessary technical amendments to properly codify both the Medical Spa and Automobile Showroom uses into Section 23-5 of the Town Code. This action ensures the Code remains well-organized, sequentially correct, and reflects all Council-approved land use decisions.
Approval of this ordinance will complete the codification process for both recently approved uses while maintaining the integrity and clarity of the Town's zoning regulations.

FINANCIAL ANAYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

2nd Reading Ordinance

ORDINANCE NO. ___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE LAND USES PERMITTED OR PROHIBITED IN THE B-1 BUSINESS DISTRICT; AMENDING SECTION 23-5 OF THE ZONING AND PLANNING CODE TO CODIFY THE PREVIOUSLY APPROVED "MEDICAL SPA" AND "AUTOMOBILE SHOWROOM" USES; TO FORMALLY ESTABLISH A SPECIAL USE APPROVAL PROCESS FOR ALL LISTED USES; TO RENUMBER AND REORGANIZE THE SECTION FOR CLARITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, he Town of Bay Harbor Islands originally adopted a Zoning and Planning Code in 1957 to regulate and restrict the erection, construction, reconstruction, alteration, location and use of buildings, structures, land and water, for trade, business, residence or other purposes, and to regulate the size of buildings and other structures hereafter erected or altered, to regulate and determine the size and dimensions of yards, courts and other open spaces, to regulate off-street parking, to limit the percentage of lot coverage, and other such regulations; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to regulate the proper redevelopment of lands within the Town, and amends its Codes accordingly; and

WHEREAS, after studying the existing Code provisions, the Town Council finds that a need exists, and it is necessary and desirable to modify the types of land uses permitted in the B-1 Business District to specially include medical spas; and

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

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

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

Section 2: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to amend Section 23-5 to modify the list of Permitted Uses in the B-1 Business District to include automobile showroom for vehicles display and sales and to provide regulations with respect thereto, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

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

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is

therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

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

PASSED on First Reading this 11th day of February 2026.

PASSED on Second Reading TBA

_____

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"

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER23 ZONING AND PLANNING

ARTICLE I. ZONING REGULATIONS

Sec. 23-5. Use regulations, B-1 Business district.

Intent. The purpose of the district is to provide appropriate land development regulations for the business/mixed-use properties on the eastern island of the town. The lots abut the Kane Concourse, the main roadway within the town. This area is the most urban in form with higher intensity development, narrow setbacks, on-street and/or garage parking facilities. The district regulations provide guidelines to encourage desired land uses such as restaurants and retail shops at street grade with other uses, including residential uses, above or behind the Kane Concourse frontage uses.

A. Definitions. For the purpose of this section, the following terms, phrases and words shall have the meaning given herein:

(1) Medical Spa (Med Spa): A facility operating under the supervision of a licensed medical professional that offers elective aesthetic medical treatments and wellness services that are non-invasive or minimally invasive. These treatments are primarily focused on improving cosmetic appearance and general wellness. Medical spas do not provide primary care or diagnostic services and may not perform any procedure that involves drawing blood or other invasive diagnostic sampling on-site.

(2) Minimally invasive (MI): To procedures that involve small incisions or the insertion of instruments through a body cavity with minimal disruption to surrounding tissue, often utilizing video-assisted or robotic technology

(3) Non-invasive: A procedure or test that does not involve breaking the skin or inserting any instruments into the body. This means that the procedure or test is performed on the surface of the body or through natural openings, such as the mouth, nose, or rectum.

B. Permitted uses. In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any purpose, excepting for one or more of the following uses:

(1) Multiple-family dwellings including condominiums, rental apartments, townhouses, lofts and similar dwelling units, provided the residential uses are part of a mixed-use development. No residential dwelling units may be located at ground level adjoining Kane Concourse; provided however, a lobby access is permitted. Single-family detached and two-family (duplex) dwellings are not permitted. Live/work dwelling units may be permitted if approved by the town council.

a) Vacation rentals subject to the provisions in Chapter 23, Article VI of the Code of Ordinances of the Town of Bay Harbor Islands.

(2) ~~Business and profession office uses:~~ Banks, savings and loan associations~~, business and professional offices, medical offices and clinics, stock and commodity broker, employment agency and similar uses.~~

(3) Professional office uses: Professional offices, including but not limited to medical offices, clinics, stock and commodity brokers, and employment agencies, are permitted only when located on the second floor or higher of a building.

(4) Retail uses: Clothing and wearing apparel, neighborhood grocery stores, liquor and wine sales, tobacco sales, stationary, shoe sales and repairs, luggage and leather goods, sporting goods, electronic and music sales and service, telephones and communication goods, computers sales and service, optical and eye glasses, office supplies, florists, pharmacies licensed under F.S. ch. 465 (or any future amendments), medical marijuana treatment center dispensing facilities licensed under F.S. ch. 381 (or any future amendments), and sundries.

(5) Personal service uses: Barber shop, beauty shop, skin care, day spas, dog grooming salon, nail salons, wigs and hair, fitness, exercise, weight loss, yoga, meditation center.

(6) Medical Spa services may be permitted as an allowable use in the B-1 Business District. Permitted services and procedures are the following:

a) Skin rejuvenation treatments, including Botox and filler injections, laser treatments, chemical peels, microneedling, and facials.

b) Body contouring and body treatments, including non-surgical body sculpting, CoolSculpting, Emsculpt, non-invasive fat reduction, muscle toning treatments, hair removal, and skin resurfacing services.

c) Hair restoration treatments, including procedures designed to stimulate hair regrowth, improve scalp health, and reduce hair thinning through the use of regenerative biologics and laser stimulation.

All medical spa operations shall be definition as set forth in Section A (1) above. No surgical procedures, blood work, or other invasive diagnostic sampling shall be performed on-site. Overnight stays or accommodations for patient recovery are strictly prohibited. All medical waste including, but not limited to, waste boxes and/or waste bags, shall be strictly removed through the rear of the establishment. The disposal or transport of medical waste through the front entrance is strictly prohibited.

(7) Miscellaneous uses: Antique display and sales, jewelry sales and repairs, furniture sales, confectionary and ice cream store, bakery and pastries, art galleries and studios, auction house, post office, theater, hardware store.

(8) Automobile Showroom: An establishment for the display and sale of luxury automobiles and automobile related items. The following regulations shall apply:

a) Indoor Use and Operational Limitations. The automobile showroom shall be located entirely within an enclosed building and shall not exceed 6,000 square feet in total area. The display and sale of vehicles shall be limited to luxury automobiles only. Test driving of vehicles within the Town of Bay Harbor Islands shall be strictly limited to the purpose of entering and/or exiting the Town in order to return the vehicle to its place of business. Test drives shall not occur within the Town limits. Test driving shall be prohibited during the school zone hours.

b) Dealer tags. All automobiles used for test driving shall be clearly identified as dealer vehicles by a valid dealer tag. Each representative of the dealership who operates a vehicle for test driving purposes shall be required to use a unique dealer tag issued to the business and assigned to that individual. This identification is intended to allow the Town to verify who is operating the vehicle at any time. The business shall maintain a detailed log of all test drives, including only the name of the representative driving the vehicle, the assigned dealer tag, the date and time of the test drive, and the vehicle used. This log

must be made available to the Town upon request. Only a representative of the dealer shall be allowed to drive the vehicle; customers shall not be permitted to operate the vehicle in the Town limits.

c) Display Visibility. The establishment must include window displays or other forms of fenestration that provide public visibility of the automobiles and related items from outside the building.

d) Automobile related items, including but not limited to accessories, tools, or merchandise directly associated with the sale, shall not occupy more than ten percent (10%) of the gross floor area of the principal structure. The gross floor area shall be calculated based on the total enclosed floor space within the building, excluding outdoor areas, storage yards, and parking lots

e) Parking Restrictions.

i. No more than five (5) vehicles designated for customer test drives may be stored on the premises at any given time. For the purposes of this subsection, "stored" shall mean any vehicle remaining on-site for more than twenty-four (24) consecutive hours, whether operational or not. This restriction applies to all vehicles associated with the use of property, except display vehicles. Temporary visitor parking shall not be considered vehicle storage, provided such vehicles do not remain on-site beyond the permitted time frame.

ii. Inventory vehicles may not be parked or stored on the public right-of-way or on any property not under the control of the business operator.

f) Distance Separation Requirement. An automobile showroom shall not be permitted unless there is a minimum distance of one thousand five hundred (1,500) feet between the closest points of the property lines of the proposed site and any other lot or parcel that contains an existing automobile showroom use. The distance shall be measured in a straight line, without regard to intervening structures, streets, or parcels, from the nearest point on the property line of the proposed use to the nearest point on the property line of the existing use.

g) Prohibited Services. No automobile repair, maintenance, car washing, or any other vehicle service operations shall be conducted on-site. The installation of parts or any form of maintenance, enhancement, or modification of automobiles is strictly prohibited on the premises.

h) Signage Limitations. The use of flags, banners, plastic, vinyl, fabric signage, or any other non-permanent signage is strictly prohibited. Only signage permitted under Chapter 17, Article II of the Town Code shall be allowed.

i) Any violation of this section shall be enforced against the owner or operator of the dealership/establishment, pursuant to Section 5 3/4 -11.

(9) Restaurant uses: Sit-down restaurants including indoor, outdoor and sidewalk cafes; coffee shops, sandwich shops, except that no fast-food shall be permitted unless approved by the town council. A fast-food restaurant is defined as an establishment whose principal business is the sale of pre-prepared or rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant building, in cars on the premises, or off the premises.

~~(10) Notwithstanding the foregoing, 100 percent of the ground floor space of any newly developed building or land facing Kane Concourse shall be used for the purposes set forth above excluding business and professional offices, including but not limited to physicians, attorneys, real estate offices, medical offices and clinics and stock and commodity broker offices. As used in this subsection, "newly developed" shall mean buildings constructed on vacant land or demolition of any existing~~

~~building and subsequent construction of a new building. For existing buildings, at least 75 percent of the ground floor space facing Kane Concourse shall be used for the purposes set forth above excluding the above referenced office uses. For existing buildings with two or fewer ground floor uses, at least 50 percent of the ground floor space shall be used or the purposes set forth above excluding the above referenced office uses. If an existing nonconforming use vacates a ground floor space for more than 180 days, any future use shall conform to the use provisions herein.~~

~~(11)~~(10) Religious institutions provided with any such use are located on the second floor or higher floors of buildings.

~~(12)~~(11) Private clubs, but only upon specific approval at a public hearing and permit from the town council. The applicant shall demonstrate compliance with subsection (8.1)(c)1., 2. and 3. herein.

~~(13)~~(12) Hotels and customary accessory uses, including but not limited to, restaurants, bars, swimming pools, spas and other recreational facilities, and meeting facilities. This shall include the ability of a private school to operate a facility as part of hospitality education, provided the school is open to the general public.

~~(14)~~(13) Duly licensed home occupations are permitted subject to the requirements of the Town Code for those uses.

~~(15)~~(14) Convention organization services; community centers; show and film direction or production; import/export services; interior design; internet sales and service; municipal offices, parking facilities and related functions; parking of motor vehicles as accessory uses; valet parking services if approved by the town council.

~~(16)~~(15) Dry cleaning pick-up and delivery provided no on-site dry cleaning occurs; tailors, clothing alterations.

~~(17)~~(16) Other similar uses may be permitted by the town council, provided that such uses are compatible with and do not adversely affect the character of the district.

~~(18)~~(17) Activities occurring on the rooftop of the building shall be subject to the following restrictions:

a) Uses and facilities shall be limited to recreational facilities for the building tenants, such as jogging/walking paths, swimming pool and/or spa, sun decks, seating areas, food preparation and/or serving areas (barbecue grill/sink/storage) and similar facilities.

b) Passive recreational activities, such as jogging, walking, conversation, eating, meditation, and similar passive recreational activities shall be permitted, provided no such rooftop activities shall occur prior to 8:00 a.m. or after 11:00 p.m. from Sunday through Thursday, and prior to 8:00 a.m. or after 12:00 a.m. (midnight) on Friday and Saturday.

c) No commercial business activities shall operate on the building rooftop, unless specifically approved by the town council at an advertised public meeting. A commercial business is defined as one holding a valid town business tax receipt (formerly known as occupational license) or certificate of use.

d) All electrical loudspeakers, amplifiers or musical instruments shall limit sound emission for background music or entertainment purposes, regardless of whether it is "live" or recorded. Such sound emissions shall not exceed 70 decibels at any time at its source, in accordance with the town's noise ordinance (article II of chapter 12).

e) Certain limited events and/or functions such as charity events, fundraising receptions, cocktail parties and the like may be permitted for the building owner or tenants, their guests and invitees, if approved in writing by the town manager, prior to the event and/or function occurring. All such requests shall be submitted to the town manager's office, on a form provided by the town, at least 24 hours in advance of the event/function, except that the town manager may approve, but is not required to approve, an event/function on

short-term notice based on special circumstances. At a minimum, the application form information shall include:

1. The name, address, telephone number and e-mail address of the tenant/sponsor;
2. The name, address, telephone number, e-mail address and signature of the building/property owner and any designated property manager;
3. The estimated number of persons attending;
4. A description of the purpose of the event/function;
5. The hours of the event/function;
6. A description of any planned beverage/food or entertainment; and
7. An off-street parking plan to accommodate the attendees (if required).

f) All events and/or functions must be sponsored or hosted by the building owner or a building tenant, with the building owner's written consent. The building owner shall sign the town's request form or submit a separate written consent letter to the town with the request. No such limited rooftop event/function activities shall occur prior to 9:00 a.m. or after 11:00 p.m. on Sunday through Thursday and prior to 6:00 p.m. or after 12:00 a.m. (midnight) on Friday or Saturday.

g) No bright lights, globes, strobes or flashing lights shall be permitted.

h) The town reserves the right to order that any activities causing a nuisance be altered immediately to comply with Town Code provisions, or to close any activity immediately that is deemed to be in violation of this criteria that negatively affects properties both within the town and within adjoining communities.

i) Should these land development regulations conflict with any previously approved limitations for rooftop uses, the provisions set forth herein shall take precedence.

(18) If a legally nonconforming use on the ground floor ceases active and continues operation or vacates the premises for a continuous period exceeding 180 days, the nonconforming status shall be terminated. Any subsequent use of the premises must conform to all applicable use regulations of this section. The property owner or applicant bears the burden of proving continuous activity to maintain the nonconforming status. For the purpose of this provision, "active operation" is defined as the regular, daily provision of services to clients physically present within the portion of the building where the nonconforming use is legally registered. The nonconforming use shall not be expanded, enlarged, extended, or increased in floor area or intensity. It is strictly confined to the specific portion of the building (identified by the square footage) in which it was lawfully operating at the time it became nonconforming.

C. Town Council/ Special Use Approval. Within the B-1 Business District, the establishment of any use listed in Subsection B that requires prior approval from the Town Council shall submit an application for such approval before the use is established.

~~(19)~~D. Prohibited uses. In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any of the following uses: Thrift shops or stores selling secondhand merchandise; pawn stores, gas stations; other than pursuant to section 7b herein, leasing, rental, or repair of automobiles, trucks, boats trailers or recreational vehicles; tattoo parlors or body piercing; check cashing stores; psychic or fortune tellers; flea markets; adult entertainment establishments; shops or stores selling dogs and cats; any use not specifically listed, unless permitted by the town council. Notwithstanding the above, bona fide antique or vintage stores selling clothing, accessories, jewelry and furnishings may be permitted by the town council so long as such stores are compatible with and do not adversely affect the character of the district. Antique and vintage sale items, as opposed to thrift or secondhand stores, are

TOWN OF BAY HARBOR ISLANDS
PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Interim Town Manager Evelyn Herbello, Deputy Town Manager/ Town Clerk
CC:	Tania Cruz-Gimenez, Esq., Consultant Town Attorney
FROM:	Lorrainia Belle Town Planner
DATE:	March 11, 2026
SUBJECT:	Town of Bay Harbor Islands – Ordinance to Codify Previously Approved Uses and Amend Procedures for Special Use Approval in the B-1 District.

RECOMMENDATION

Town Council discretion to approve the attached Ordinance amending Section 23-5 of the Town Code. The ordinance accomplishes the following: 1) formally codifies the Medical Spa and Automobile Showroom uses previously approved by the Town Council; 2) organizes these uses into the proper sequence within the B-1 District regulations; 3) introduces a new Special Use Approval process requiring Town Council approval for all listed uses; and 4) renumbers subsections for clarity.

BACKGROUND

On February 11, 2026, the Town Council unanimously approved the ordinance on first reading with a 6-0 vote. Councilmembers Fuller and Yaffee introduced an amendment to Section C, which will be considered in second reading. On October 8, 2025, the Town Council approved the addition of Medical Spa and Automobile Showroom as permitted uses within the B-1 Business District. The attached ordinance provides the final codified language to integrate these approved uses into Section 23-5 of the Town Code.

During the process of drafting the codification, it became necessary to renumber and reorganize the section to maintain a logical order. Concurrently, a review of the district's

ORDINANCE NO. ___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE LAND USES PERMITTED OR PROHIBITED IN THE B-1 BUSINESS DISTRICT; AMENDING SECTION 23-5 TO FORMALLY ESTABLISH A SPECIAL USE APPROVAL PROCESS FOR ALL LISTED USES; TO RENUMBER AND REORGANIZE THE SECTION FOR CLARITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, he Town of Bay Harbor Islands originally adopted a Zoning and Planning Code in 1957 to regulate and restrict the erection, construction, reconstruction, alteration, location and use of buildings, structures, land and water, for trade, business, residence or other purposes, and to regulate the size of buildings and other structures hereafter erected or altered, to regulate and determine the size and dimensions of yards, courts and other open spaces, to regulate off-street parking, to limit the percentage of lot coverage, and other such regulations; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to regulate the proper redevelopment of lands within the Town, and amends its Codes accordingly; and

WHEREAS, after studying the existing Code provisions, the Town Council finds that a need exists, and it is necessary and desirable to modify the types of land uses permitted in the B-1 Business District to specially include medical spas; and

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

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

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

Section 2: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to amend Section 23-5 to modify the list of Permitted Uses in the B-1 Business District to include automobile showroom for vehicles display and sales and to provide regulations with respect thereto, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

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

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is

therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

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

PASSED on First Reading this 11th day of February 2026.

PASSED on Second Reading TBA

_____

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"

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER23 ZONING AND PLANNING

ARTICLE I. ZONING REGULATIONS

Sec. 23-5. Use regulations, B-1 Business district.

Intent. The purpose of the district is to provide appropriate land development regulations for the business/mixed-use properties on the eastern island of the town. The lots abut the Kane Concourse, the main roadway within the town. This area is the most urban in form with higher intensity development, narrow setbacks, on-street and/or garage parking facilities. The district regulations provide guidelines to encourage desired land uses such as restaurants and retail shops at street grade with other uses, including residential uses, above or behind the Kane Concourse frontage uses.

A. Definitions. For the purpose of this section, the following terms, phrases and words shall have the meaning given herein:

(1) Medical Spa (Med Spa): A facility operating under the supervision of a licensed medical professional that offers elective aesthetic medical treatments and wellness services that are non-invasive or minimally invasive. These treatments are primarily focused on improving cosmetic appearance and general wellness. Medical spas do not provide primary care or diagnostic services and may not perform any procedure that involves drawing blood or other invasive diagnostic sampling on-site.

(2) Minimally invasive (MI): To procedures that involve small incisions or the insertion of instruments through a body cavity with minimal disruption to surrounding tissue, often utilizing video-assisted or robotic technology

(3) Non-invasive: A procedure or test that does not involve breaking the skin or inserting any instruments into the body. This means that the procedure or test is performed on the surface of the body or through natural openings, such as the mouth, nose, or rectum.

B. Permitted uses. In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any purpose, excepting for one or more of the following uses:

(1) Multiple-family dwellings including condominiums, rental apartments, townhouses, lofts and similar dwelling units, provided the residential uses are part of a mixed-use development. No residential dwelling units may be located at ground level adjoining Kane Concourse; provided however, a lobby access is permitted. Single-family detached and two-family (duplex) dwellings are not permitted. Live/work dwelling units may be permitted if approved by the town council.

a) Vacation rentals subject to the provisions in Chapter 23, Article VI of the Code of Ordinances of the Town of Bay Harbor Islands.

(2) ~~Business and profession office uses:~~ Banks, savings and loan associations~~, business and professional offices, medical offices and clinics, stock and commodity broker, employment agency and similar uses.~~

(3) Professional office uses: Professional offices, including but not limited to medical offices, clinics, stock and commodity brokers, and employment agencies, are permitted only when located on the second floor or higher of a building.

(4) Retail uses: Clothing and wearing apparel, neighborhood grocery stores, liquor and wine sales, tobacco sales, stationary, shoe sales and repairs, luggage and leather goods, sporting goods, electronic and music sales and service, telephones and communication goods, computers sales and service, optical and eye glasses, office supplies, florists, pharmacies licensed under F.S. ch. 465 (or any future amendments), medical marijuana treatment center dispensing facilities licensed under F.S. ch. 381 (or any future amendments), and sundries.

(5) Personal service uses: Barber shop, beauty shop, skin care, day spas, dog grooming salon, nail salons, wigs and hair, fitness, exercise, weight loss, yoga, meditation center.

(6) Medical Spa services may be permitted as an allowable use in the B-1 Business District. Permitted services and procedures are the following:

a) Skin rejuvenation treatments, including Botox and filler injections, laser treatments, chemical peels, microneedling, and facials.

b) Body contouring and body treatments, including non-surgical body sculpting, CoolSculpting, Emsculpt, non-invasive fat reduction, muscle toning treatments, hair removal, and skin resurfacing services.

c) Hair restoration treatments, including procedures designed to stimulate hair regrowth, improve scalp health, and reduce hair thinning through the use of regenerative biologics and laser stimulation.

All medical spa operations shall be definition as set forth in Section A (1) above. No surgical procedures, blood work, or other invasive diagnostic sampling shall be performed on-site. Overnight stays or accommodations for patient recovery are strictly prohibited. All medical waste including, but not limited to, waste boxes and/or waste bags, shall be strictly removed through the rear of the establishment. The disposal or transport of medical waste through the front entrance is strictly prohibited.

(7) Miscellaneous uses: Antique display and sales, jewelry sales and repairs, furniture sales, confectionary and ice cream store, bakery and pastries, art galleries and studios, auction house, post office, theater, hardware store.

(8) Automobile Showroom: An establishment for the display and sale of luxury automobiles and automobile related items. The following regulations shall apply:

a) Indoor Use and Operational Limitations. The automobile showroom shall be located entirely within an enclosed building and shall not exceed 6,000 square feet in total area. The display and sale of vehicles shall be limited to luxury automobiles only. Test driving of vehicles within the Town of Bay Harbor Islands shall be strictly limited to the purpose of entering and/or exiting the Town in order to return the vehicle to its place of business. Test drives shall not occur within the Town limits. Test driving shall be prohibited during the school zone hours.

b) Dealer tags. All automobiles used for test driving shall be clearly identified as dealer vehicles by a valid dealer tag. Each representative of the dealership who operates a vehicle for test driving purposes shall be required to use a unique dealer tag issued to the business and assigned to that individual. This identification is intended to allow the Town to verify who is operating the vehicle at any time. The business shall maintain a detailed log of all test drives, including only the name of the representative driving the vehicle, the assigned dealer tag, the date and time of the test drive, and the vehicle used. This log

must be made available to the Town upon request. Only a representative of the dealer shall be allowed to drive the vehicle; customers shall not be permitted to operate the vehicle in the Town limits.

c) Display Visibility. The establishment must include window displays or other forms of fenestration that provide public visibility of the automobiles and related items from outside the building.

d) Automobile related items, including but not limited to accessories, tools, or merchandise directly associated with the sale, shall not occupy more than ten percent (10%) of the gross floor area of the principal structure. The gross floor area shall be calculated based on the total enclosed floor space within the building, excluding outdoor areas, storage yards, and parking lots

e) Parking Restrictions.

i. No more than five (5) vehicles designated for customer test drives may be stored on the premises at any given time. For the purposes of this subsection, "stored" shall mean any vehicle remaining on-site for more than twenty-four (24) consecutive hours, whether operational or not. This restriction applies to all vehicles associated with the use of property, except display vehicles. Temporary visitor parking shall not be considered vehicle storage, provided such vehicles do not remain on-site beyond the permitted time frame.

ii. Inventory vehicles may not be parked or stored on the public right-of-way or on any property not under the control of the business operator.

f) Distance Separation Requirement. An automobile showroom shall not be permitted unless there is a minimum distance of one thousand five hundred (1,500) feet between the closest points of the property lines of the proposed site and any other lot or parcel that contains an existing automobile showroom use. The distance shall be measured in a straight line, without regard to intervening structures, streets, or parcels, from the nearest point on the property line of the proposed use to the nearest point on the property line of the existing use.

g) Prohibited Services. No automobile repair, maintenance, car washing, or any other vehicle service operations shall be conducted on-site. The installation of parts or any form of maintenance, enhancement, or modification of automobiles is strictly prohibited on the premises.

h) Signage Limitations. The use of flags, banners, plastic, vinyl, fabric signage, or any other non-permanent signage is strictly prohibited. Only signage permitted under Chapter 17, Article II of the Town Code shall be allowed.

i) Any violation of this section shall be enforced against the owner or operator of the dealership/establishment, pursuant to Section 5 3/4 -11.

(9) Restaurant uses: Sit-down restaurants including indoor, outdoor and sidewalk cafes; coffee shops, sandwich shops, except that no fast-food shall be permitted unless approved by the town council. A fast-food restaurant is defined as an establishment whose principal business is the sale of pre-prepared or rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant building, in cars on the premises, or off the premises.

~~(10) Notwithstanding the foregoing, 100 percent of the ground floor space of any newly developed building or land facing Kane Concourse shall be used for the purposes set forth above excluding business and professional offices, including but not limited to physicians, attorneys, real estate offices, medical offices and clinics and stock and commodity broker offices. As used in this subsection, "newly developed" shall mean buildings constructed on vacant land or demolition of any existing~~

~~building and subsequent construction of a new building. For existing buildings, at least 75 percent of the ground floor space facing Kane Concourse shall be used for the purposes set forth above excluding the above referenced office uses. For existing buildings with two or fewer ground floor uses, at least 50 percent of the ground floor space shall be used or the purposes set forth above excluding the above referenced office uses. If an existing nonconforming use vacates a ground floor space for more than 180 days, any future use shall conform to the use provisions herein.~~

~~(11)~~(10) Religious institutions provided with any such use are located on the second floor or higher floors of buildings.

~~(12)~~(11) Private clubs, but only upon specific approval at a public hearing and permit from the town council. The applicant shall demonstrate compliance with subsection (8.1)(c)1., 2. and 3. herein.

~~(13)~~(12) Hotels and customary accessory uses, including but not limited to, restaurants, bars, swimming pools, spas and other recreational facilities, and meeting facilities. This shall include the ability of a private school to operate a facility as part of hospitality education, provided the school is open to the general public.

~~(14)~~(13) Duly licensed home occupations are permitted subject to the requirements of the Town Code for those uses.

~~(15)~~(14) Convention organization services; community centers; show and film direction or production; import/export services; interior design; internet sales and service; municipal offices, parking facilities and related functions; parking of motor vehicles as accessory uses; valet parking services if approved by the town council.

~~(16)~~(15) Dry cleaning pick-up and delivery provided no on-site dry cleaning occurs; tailors, clothing alterations.

~~(17)~~(16) Other similar uses may be permitted by the town council, provided that such uses are compatible with and do not adversely affect the character of the district.

~~(18)~~(17) Activities occurring on the rooftop of the building shall be subject to the following restrictions:

a) Uses and facilities shall be limited to recreational facilities for the building tenants, such as jogging/walking paths, swimming pool and/or spa, sun decks, seating areas, food preparation and/or serving areas (barbecue grill/sink/storage) and similar facilities.

b) Passive recreational activities, such as jogging, walking, conversation, eating, meditation, and similar passive recreational activities shall be permitted, provided no such rooftop activities shall occur prior to 8:00 a.m. or after 11:00 p.m. from Sunday through Thursday, and prior to 8:00 a.m. or after 12:00 a.m. (midnight) on Friday and Saturday.

c) No commercial business activities shall operate on the building rooftop, unless specifically approved by the town council at an advertised public meeting. A commercial business is defined as one holding a valid town business tax receipt (formerly known as occupational license) or certificate of use.

d) All electrical loudspeakers, amplifiers or musical instruments shall limit sound emission for background music or entertainment purposes, regardless of whether it is "live" or recorded. Such sound emissions shall not exceed 70 decibels at any time at its source, in accordance with the town's noise ordinance (article II of chapter 12).

e) Certain limited events and/or functions such as charity events, fundraising receptions, cocktail parties and the like may be permitted for the building owner or tenants, their guests and invitees, if approved in writing by the town manager, prior to the event and/or function occurring. All such requests shall be submitted to the town manager's office, on a form provided by the town, at least 24 hours in advance of the event/function, except that the town manager may approve, but is not required to approve, an event/function on

short-term notice based on special circumstances. At a minimum, the application form information shall include:

1. The name, address, telephone number and e-mail address of the tenant/sponsor;
2. The name, address, telephone number, e-mail address and signature of the building/property owner and any designated property manager;
3. The estimated number of persons attending;
4. A description of the purpose of the event/function;
5. The hours of the event/function;
6. A description of any planned beverage/food or entertainment; and
7. An off-street parking plan to accommodate the attendees (if required).

f) All events and/or functions must be sponsored or hosted by the building owner or a building tenant, with the building owner's written consent. The building owner shall sign the town's request form or submit a separate written consent letter to the town with the request. No such limited rooftop event/function activities shall occur prior to 9:00 a.m. or after 11:00 p.m. on Sunday through Thursday and prior to 6:00 p.m. or after 12:00 a.m. (midnight) on Friday or Saturday.

g) No bright lights, globes, strobes or flashing lights shall be permitted.

h) The town reserves the right to order that any activities causing a nuisance be altered immediately to comply with Town Code provisions, or to close any activity immediately that is deemed to be in violation of this criteria that negatively affects properties both within the town and within adjoining communities.

i) Should these land development regulations conflict with any previously approved limitations for rooftop uses, the provisions set forth herein shall take precedence.

(18) If a legally nonconforming use on the ground floor ceases active and continues operation or vacates the premises for a continuous period exceeding 180 days, the nonconforming status shall be terminated. Any subsequent use of the premises must conform to all applicable use regulations of this section. The property owner or applicant bears the burden of proving continuous activity to maintain the nonconforming status. For the purpose of this provision, "active operation" is defined as the regular, daily provision of services to clients physically present within the portion of the building where the nonconforming use is legally registered. The nonconforming use shall not be expanded, enlarged, extended, or increased in floor area or intensity. It is strictly confined to the specific portion of the building (identified by the square footage) in which it was lawfully operating at the time it became nonconforming.

C. Town Council/ Special Use Approval. Any applicant seeking to establish a use listed in Subsection B within the B-1 Business District that requires prior approval from the Town Council shall submit an application for such approval before the use is established.

~~(19)~~D. Prohibited uses. In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any of the following uses: Thrift shops or stores selling secondhand merchandise; pawn stores, gas stations; other than pursuant to section 7b herein, leasing, rental, or repair of automobiles, trucks, boats trailers or recreational vehicles; tattoo parlors or body piercing; check cashing stores; psychic or fortune tellers; flea markets; adult entertainment establishments; shops or stores selling dogs and cats; any use not specifically listed, unless permitted by the town council. Notwithstanding the above, bona fide antique or vintage stores selling clothing, accessories, jewelry and furnishings may be permitted by the town council so long as such stores are compatible with and do not adversely affect the character of the district. Antique and vintage sale items, as opposed to thrift or secondhand stores, are

characterized as items from earlier periods of time. By way of example (in 2011), vintage items are typically from the time period prior to 1980 and antique items are typically from the time period prior to 1920 having some intrinsic value.

AGENDA ITEM REPORT
March 12, 2026

ITEM NUMBER: 23.

ITEM: Discussion and possible action approving a resolution waiving competitive bidding for solid waste collection services - Town Manager.

DESCRIPTION:
The Town's current solid waste and recycling collection agreement expires on March 31, 2026. This memorandum provides historical context regarding our relationship with the current provider, Coastal Waste & Recycling (Coastal), details two negotiated rate options from Coastal, and presents a new unsolicited proposal from Waste Pro. Based on a review of these options, staff recommends waiving competitive procurement requirements and awarding the new contract to Waste Pro, as their proposal provides the most favorable terms and pricing for the Town.

Background and Contract History
The Town has benefited significantly from the current agreement, which originated through a competitive solicitation (RFP-174) in 2017. At that time, the Town awarded the contract to World Waste Recycling. In 2019, the Town Council approved the assignment of this contract to Coastal following their acquisition of World Waste.

The 2017 solicitation resulted in highly favorable pricing that positioned Bay Harbor Islands as having some of the lowest solid waste rates in Miami-Dade County.
Because of this competitive starting point, even with annual Consumer Price Index (CPI) adjustments and disposal fee increases, our current residential rate of $20.59 per unit remains remarkably low compared to market standards. Our current agreement provides a high service level that exceeds many neighboring municipalities, including 3x per week solid waste collection, 2x per week recycling collection, and 1x per week bulk trash collection.

Recent Developments & Waste Pro Proposal
In the weeks prior to the February Council meeting, the Town initiated discussions with Waste Pro regarding the possibility of taking over the Town's collection services. Initially, Waste Pro declined to submit a proposal, citing the short notice required to successfully take over the route.
However, on the afternoon of February 11, 2026, Waste Pro submitted a formal unsolicited proposal. Along with this submission, Waste Pro notified us of their Senior Management's firm commitment to take whatever action is necessary to be fully operational and ready to begin servicing the Town starting April 1.

Rate Comparison
We have compiled the current rates, the two renewal options negotiated with Coastal, and the new proposal submitted by Waste Pro for comparison.

- Coastal Option 1 (Long-Term Competitive Stability): Expires March 2029. Provides budget predictability but requires a substantial rate increase.
- Coastal Option 2 (Short-Term Flexibility): Expires September 2026. Places rates among the highest in the county but allows flexibility to explore long-term strategies.
- Waste Pro Proposal: Offers a highly competitive rate structure across both residential and

commercial services, presenting significant savings compared to both Coastal options.

Service Category	Current Contract	Coastal Option 1	Coastal Option 2	Waste Pro Proposal
Expiration	March 31, 2026	March 31, 2029	September 30, 2026	March 31, 2028
Residential Rate (per unit/mo)	$20.59	$49.55	$64.80	$39.50
Commercial 96g (Regular)	$61.12	$175.00	$175.00	$155.00
Commercial 96g (Daily)	$142.63	$297.00	$297.00	$155.45
Additional 96g (Daily)	N/A	$101.00	$101.00	$95.45
1-Yard Container (Daily)	$261.76	$606.20	$757.75	$591.05
2-Yard Container (Daily)	$523.21	$1,212.40	$1,515.50	$1,182.09
4-Yard Container (Daily)	$1,046.93	$2,424.80	$3,031.00	$2,364.18

Note on Future Customer Rate Modifications

Once the solid waste collection and disposal contract is fully executed and the exact rates the Town will pay are confirmed, staff will bring a follow-up item to the next Town Council meeting. This upcoming agenda item will propose the necessary modifications to the solid waste collection and disposal rates charged to our residential and commercial customers for the Council's formal review and approval.

RECOMMENDED ACTION:

The Waste Pro proposal represents the most fiscally responsible path for Bay Harbor Islands residents and business owners. Staff recommends that the Town Council waive competitive bidding requirements and formally accept the Waste Pro proposal, authorizing the Town Manager to execute the draft agreement with Waste Pro and make non-substantive edits as may be appropriate.

FINANCIAL ANALYSIS:

To be determined based on the option selected.

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Waste Pro Proposal dated 2026.02.11

2.	2.02 Bay Harbor Islands Standardized Agreement_Waste Pro and City clean_3.5.26
3.	Resolution Agreement with WastePro-Item 23

February 11, 2026

Town of Bay Harbor Islands
Attn: Mr. Noel Lindsley, Interim Town Manager
1030 95th Street
Bay Harbor Islands, FL 33154

Re: Unsolicited Proposal for Solid Waste and Recycling Collection Services – Agenda Item 18

Dear Mr. Lindsley,

Waste Pro respectfully submits this formal unsolicited proposal in connection with Agenda Item 18: Discussion and possible action approving a resolution waiving competitive bidding for solid waste collection services scheduled for Council consideration.

Pursuant to the authority contemplated under Agenda Item 18, Waste Pro requests that the Town accept and evaluate this unsolicited proposal and authorize structured negotiations for a comprehensive solid waste and recycling agreement.

Waste Pro maintains extensive municipal experience throughout South Florida. It possesses the fleet capacity, staffing depth, disposal access, and financial strength required to ensure uninterrupted, compliant, and performance-driven service delivery.

Proposed Monthly Rates

- Single-Family Units and Multi-Family per unit: and $39.50 per month.
- Commercial Units: $155.00 per unit per month.

Restaurants and Other Properties Requiring Daily Collection (7 days per week):

- ✓ 1-cubic-yard container: $591.05 per month
- ✓ 2-cubic-yard container: $1,182.09 per month
- ✓ 4-cubic-yard container: $2,364.18 per month
- ✓ 6-cubic-yard container: $3,546.27 per month

- ✓ One (1) 96-gallon solid waste container collected seven days per week: $155.45.00 per month.
- ✓ Additional 96-gallon carts: $95.45 per month each
- ✓ Any restaurant or other property requesting less than daily service will be charged $19.50 per cubic yard, based on container capacity.

Proposed Contract Terms

1. **Initial Term**

The agreement shall have an initial term of five (5) years.

2. **Renewal Options**

The Town shall have two (2) additional three (3) year renewal options, exercised with mutual agreement

3. **Annual Rate Adjustment**

Annual service rate adjustments shall be based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, Garbage and Trash Collection, Series ID CUUR0000SEHG, as published by the U.S. Bureau of Labor Statistics.

4. **CPI Cap**

The annual CPI adjustment shall be capped at five percent (5%) in any contract year.

5. **Rollover Provision**

If the published CPI percentage change in any year is less than five percent (5%), the unused portion of the 5% cap may roll forward and be applied in a subsequent contract year; however, in no event shall the total applied increase in any single contract year exceed five percent (5%).

6. **Disposal Cost Treatment**

Disposal costs shall be treated as a pass-through expense, subject to documentation and audit rights by the Town.

7. **Financial Security**

Waste Pro shall provide performance bond and insurance coverage consistent with municipal contracting standards.

Acceptance of this unsolicited proposal under the waiver authority referenced in Agenda Item 18 allows the Town to immediately evaluate an alternative service structure and pricing model without delay, while maintaining full negotiating control over final contract terms.

We respectfully request formal consideration of this proposal and authorization to proceed with negotiations.

Respectfully submitted,

Kenneth Rivera

Kenneth Rivera
Regional Manager of Business
Waste Pro of Florida Inc.
Krivera@wasteprousa.com
954-445-9214

RESIDENTIAL SOLID WASTE, RECYCLING, AND BULK WASTE COLLECTION AND DISPOSAL AGREEMENT

BETWEEN

TOWN OF BAY HARBOR ISLANDS, FLORIDA

AND

WASTE PRO OF FLORIDA, INC.

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of March, 2026 ("Effective Date"), by and between the TOWN OF BAY HARBOR ISLANDS, FLORIDA, a Florida municipal corporation ("Town"), and WASTE PRO OF FLORIDA, INC., a Florida corporation ("Contractor").

WHEREAS, the Town is authorized pursuant to Chapter 166, Florida Statutes, to provide solid waste collection and disposal services; and

WHEREAS, Contractor submitted an unsolicited proposal dated February 11, 2026, to provide such services; and

WHEREAS, the Town Commission determined that acceptance of the proposal and waiver of competitive procurement is in the best interest of the Town; and

WHEREAS, Contractor possesses the experience, personnel, equipment, and qualifications necessary to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. RECITALS: The above recitals are true, correct, and made a part of this Agreement

2. **DEFINITIONS:** For the purpose of this Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of the TOWN shall apply. When not inconsistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

    a. **Back Door Services** shall mean the collection and disposal of Solid Waste and Recyclables from a location near or around the back door of Single-

Family Homes, Multi Family Buildings, Commercial Units, and Restaurants, including any designated solid waste or recycling storage area.

b. **Side Yard Services** shall mean the collection and disposal of Solid Waste and Recyclables from a location near or around the side yard of Single Family Homes and Multi Family Buildings, including any designated solid waste or recycling storage area.
c. **Bulk Waste** shall mean those wastes that may require special handling and management including, but not limited to: White Goods, furniture, equipment, and other similar items including materials resulting from minor home repairs. Bulk Waste shall include all types of palm fronds and any vegetative matter resulting from normal yard and landscaping maintenance that exceeds six inches (6") in diameter. Bulk Waste must be generated by the customer for whom the Bulk Waste is collected. Bulk Waste does not include items herein defined as Contractor-Generated Waste or Exempt Waste.
d. **Business Day** shall mean any day, Monday through Saturday, from 9 a.m., EST or EDT (if applicable) until 6 p.m., EST or EDT (if applicable).
e. **Collection Services** shall mean the process whereby an unlimited amount of Solid Waste, Bulk Waste, and Recyclable Materials are removed by CONTRACTOR from the Customers of Single Family Homes and Multi Family Homes, and Solid Waste and Recyclable Materials are removed from Commercial Units and Restaurants and from TOWN Facilities and Community Events within the Service Area, and transported to the Designated Disposal or Recycling Facility and CONTRACTOR shall pay for all Disposal Charges. Collection Services shall not include Exempt Waste.
f. **Commercial Units** shall mean all retail, professional, wholesale, institutional and industrial facilities offering goods or services to the public and any other commercial enterprises, including Hotels and Motels, located in the Service Area.
g. **Community Events** shall mean events sponsored or co-sponsored by the TOWN.
h. **Construction and Demolition Debris** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site.
i. **Contractor-Generated Waste** shall mean Bulk Waste generated by builders, building contractors, privately employed tree trimmer and tree

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surgeons, landscape services, lawn or yard maintenance services, and nurseries.

j. **Customer** shall mean the owner or tenant of each Single-Family Home, Multi Family Home, Commercial Unit, or Restaurant.

k. **Designated Disposal Facility** shall mean the facility designated by the CONTRACTOR which may include the requirements of the Miami-Dade County Department of Solid Waste Management and the State of Florida. CONTRACTOR shall be responsible for all Disposal Charges owed to the Designated Disposal Facility resulting from CONTRACTOR's Collection Services.

l. **Designated Recycling Facility** shall mean the Recovered Materials Processing Facility designated by the CONTRACTOR that may include the requirements of the Miami-Dade County Department of Solid Waste Management and the State of Florida. CONTRACTOR shall be responsible for all Disposal Charges owed to the Designated Recycling Facility resulting from CONTRACTOR's Collection Services.

m. **Disposal Charges** shall mean the prevailing per-ton rate charged at the Designated Disposal Facility and Recovered Materials Processing Facility for the acceptance and disposal of Solid Waste, Bulk Waste, and Recyclable Materials. CONTRACTOR is responsible for all Disposal Charges.

n. **Exempt Waste** shall mean Construction and Demolition Debris, Contractor-Generated Waste, Hazardous Waste, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, oil, tires, those wastes under the control of the Nuclear Regulatory Commission, and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.

o. **Force Majeure** shall mean any event, condition, or circumstance beyond the reasonable control of the affected party that prevents or delays performance of its obligations, including but not limited to: Acts of God; hurricanes, tropical storms, tornadoes, floods, lightning, earthquakes, or other severe weather events; fires, explosions, or natural disasters; war, terrorism, civil unrest, riots, or sabotage; epidemics, pandemics, or public health emergencies; strikes, labor disputes, or work stoppages not caused by CONTRACTOR misconduct; government orders, emergency declarations, or regulatory actions; closure, disruption, or unavailability of disposal facilities or recycling facilities; fuel shortages or interruption of fuel supply; failure or interruption of utilities, infrastructure, roads, bridges, or transportation routes; acts or omissions of third parties beyond the CONTRACTOR'S reasonable control.

p. **Garbage** shall mean all putrescible waste that generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food, or any organic waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

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q. **Holiday** shall mean Work Day(s) in which Collection(s) shall not occur which shall include, New Year's Day, Thanksgiving, and Christmas provided, however, that collection services shall occur on the next calendar day.
r. **Hazardous Waste** shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, store otherwise managed.
s. **Multi Family Home** shall mean each individual residential dwelling unit located within buildings that have two (2) or more residential dwelling units, including condominium and apartment rental buildings located in the Service Area.
t. **Multi Family Building** shall mean a building in which Multi Family Homes are located in the Service Area.
u. **Ordinance** shall mean all parts of the Code of the TOWN, including those governing Solid Waste Collection, Disposal, and Recycling activities within the TOWN.
v. **Rate Structure** shall mean the rates approved by the TOWN shown in Exhibit "A."
w. **Recovered Materials Processing Facility** shall mean a facility engaged in the storage, processing, resale, or reuse of Recyclable Materials and that meets the requirements of Section 403.7046, Florida Statutes.
x. **Recyclable Materials** shall mean those materials that are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Recyclable Materials to be collected shall include all materials that are accepted by the Recovered Materials Processing Facility. These materials may be re-defined by the Materials Processing Facility from time-to-time, and shall initially include, but not be limited to, commingled paper (including, office paper, brown bags, newspaper, and magazines), glass, cardboard, paperboard, plastic bottles and containers, and steel, tin and aluminum cans.
y. **Recycling** shall mean any process by which materials which would otherwise have been Residential Solid Waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
z. **Standard Recycling Containers** shall mean "milk crate" containers that are approximately 12 gallons each and are supplied by the TOWN and shall at all times be the property of the TOWN.
aa. **Large Recycling Containers** shall mean any commonly available light-gauge steel, plastic or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, and without any jagged or sharp edges, furnished with a closely fitted top or lid, and handle. A Large

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Recycling Container shall be of a capacity of not less than ninety six (96) gallons and have no Advertising upon them. Large Recycling Containers shall be provided and maintained by CONTRACTOR at CONTRACTOR's sole cost and expense. CONTRACTOR will retain ownership of all CONTRACTOR branded carts at the end of the Agreement.

bb. **Scheduled Collection Day** shall mean any day m which Collection activities take place.

cc. **Service Area** shall mean the municipal limits of the TOWN.

dd. **Solid Waste** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean Garbage, Yard Trash, and rubbish resulting from the normal activities of a Single-Family Home, Multi Family Home, Commercial Service Unit, and Restaurant. Solid Waste must be generated by the Customer wherein the Solid Waste is collected and does not include items defined herein as Exempt Waste. Recyclable Materials are not Solid Waste unless included in the contents of the designated Solid Waste Container.

ee. **Solid Waste Container** shall mean any commonly available light-gauge steel, plastic or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, and without any jagged or sharp edges, furnished with a closely fitted top or lid, and handle. A Solid Waste Container shall be of a capacity of not less than ninety-six (96) gallons and have no Advertising upon them. Solid Waste Containers shall be provided and maintained by CONTRACTOR at CONTRACTOR's sole cost and expense. CONTRACTOR will retain ownership of all CONTRACTOR branded carts at the end of the Agreement.

ff. **Special Material Station** shall mean those locations designated by the TOWN for the Collection of special household items including: paint containers, aerosol cans, pesticides, chemicals, batteries, lead acid batteries (including automotive), fluorescent light bulbs, automotive tires, used oil, etc. CONTRACTOR shall set up the Collection station, including providing containers for such articles, for this purpose on a schedule as requested by the TOWN. These stations shall be set up on a temporary basis, with the hours and duration to be specified by the TOWN. The frequency and number thereof shall be designated by the TOWN.

gg. **TOWN Facilities** shall mean the facilities used by the Town to administer the services for the Town and its common areas.

hh. **Unit** shall mean each Single Family Home, Multi Family Home, Commercial Unit, and Restaurant located in the Service Area and as set forth in Exhibit "A."

ii. **White Goods** shall mean discarded refrigerators, ranges, freezers, and other similar domestic appliances. White Goods must be generated by the Customer and at the location wherein the White Goods are collected.

jj. **Work Day** shall mean any day, Monday through Saturday.

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kk. **Yard Trash** shall mean any vegetative matter resulting from normal yard and landscaping maintenance that is not more than six inches (6") in diameter. Yard Trash must be generated by the Customer and at the location wherein the Yard Trash is collected. Yard Trash does not include items herein defined as Contractor-Generated Waste or Exempt Waste.

3. **COLLECTION SERVICES:** CONTRACTOR shall provide Collection Services within the Service Area during a Business Day that is not a Holiday as follows:

a. Solid Waste.

i. Single Family Homes. CONTRACTOR shall provide Collection Services of Solid Waste via Side Yard Services and Back Door Services from Solid Waste Containers located at Single Family Homes three (3) times a week on Tuesdays, Thursdays, and Saturdays.

ii. Multi Family Buildings Multi Family Homes and Commercial Units. CONTRACTOR shall provide Collection Services of Solid Waste via Back Door Services and Side Yard Services from Solid Waste Containers and dumpsters located at Multi Family Buildings, Multi Family Homes, and Commercial Units three (3) times a week on Mondays, Wednesdays, and Fridays.

iii. Restaurants. CONTRACTOR shall provide Collection Services of Solid Waste via Back Door Services from Solid Waste Containers and dumpsters located at Restaurants on each Business Day.

iv. TOWN Facilities. CONTRACTOR shall provide Collection Services of Solid Waste from Solid Waste Containers and dumpsters located at TOWN Facilities at no additional charge to the TOWN three (3) times per week on Mondays, Wednesdays, and Fridays.

v. Community Events. CONTRACTOR shall provide Solid Waste Containers or their equivalent and Collection Services of Solid Waste from Community Events upon the request of the TOWN and at no additional charge to the TOWN.

vi. Solid Waste Containers. Solid Waste Containers shall be returned to their original location with the lid closed. Dumpsters shall be returned to their original location. In the event that a Solid Waste Container or dumpster is damaged beyond normal wear or tear through no fault of the CONTRACTOR, or is lost, CONTRACTOR shall replace the Container or dumpster at the customer's expense.

b. **Recycling**.

i. Single Family Homes, Multi Family Buildings Multi Family Homes Commercial Units, Restaurants, and TOWN Facilities. CONTRACTOR shall provide Collection Services of Recyclable Materials contained in Standard Recycling Containers via Side Yard

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Services and Back Door Services from Single Family Homes, Multi Family Buildings, Multi Family Homes, Commercial Units, Restaurants, and TOWN Facilities two (2) times per week.

ii. Recycling Containers. In the event that a Customer' s Recycling Materials are expected to be more than that which will fit in a Standard Recycling Container, CONTRACTOR shall provide a Large Recycling Container to such a Customer. In the event that a Large Recycling Container is damaged beyond normal wear or tear through no fault of the CONTRACTOR, or is lost, CONTRACTOR shall replace the Container at the customer's expense. Recycling Containers shall be returned to their original location with the lid closed, if applicable.

iii. Community Events. CONTRACTOR shall provide Large Recycling Containers or their equivalent and Collection Services of Recyclable Materials from Community Events upon the request of the Town and at no additional charge to the Town.

iv. Batteries. CONTRACTOR shall provide Large Recycling Containers for household alkaline batteries including, but not limited to, the AA, AAA, 9 Volt, C, and at battery drop off sites that will be designated by TOWN and at no additional cost to the TOWN.

v. Routes and Customer Count. CONTRACTOR shall be responsible for counting the number of Recycling Customers. Contractor shall provide to the TOWN with a route map containing the Customer count within ninety (90) days from April 1, 2026, which shall serve as the initial count of Customers in the Recycling Services. To the extent that a new Customer is created as a result of new construction or the occupancy of a formerly vacant property, the TOWN shall provide the new Customer with a Standard Recycling Container and shall be included as a Recycling Customer within twenty one (21) days of notice from the TOWN to CONTRACTOR.

c. Bulk Waste

i. Single Family Homes Multi Family Buildings Multi Family Homes. CONTRACTOR shall provide Collection Services of Bulk Waste for Customers located in Multi Family Buildings, and from the curbside of Customers located in Single Family Homes and Multi Family Homes one (1) time per week.

ii. TOWN Facilities. CONTRACTOR shall provide the TOWN with one (1) twenty (20) yard roll off container and one (1) thirty (30) yard roll off container for use of the TOWN shall provide Collection Services of Bulk Waste from said containers one (1) time per week.

iii.

iv. Emergency Collection Services of Solid Waste and Bulk Waste. Subject to ability and availability of resources, CONTRACTOR shall

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provide Emergency Collection Services of Solid Waste and Bulk Waste (“Emergency Services ") in response to any emergency or storm within twenty -four (24) hours of receiving a request for Emergency Services from the TOWN. CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement, as set forth below, provided the CONTRACTOR has first secured written authorization and approval from the TOWN through the TOWN Manager, for such Emergency Services. CONTRACTOR shall be entitled to compensation under this Emergency Services provision when a storm or other emergency, whether or not that event constitutes a declared disaster, requires additional hours of labor beyond the CONTRACTOR’S typical collection schedule, and/or for additional tonnages collected beyond the tonnage average from that calendar month from the last three years in which no Emergency Collection Services were required.

d. Hazardous Waste. In the event that CONTRACTOR identifies Hazardous Waste during its Collection Services, it shall notify the Customer of its finding, the TOWN, and any required governmental agency.
e. Deficiencies. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or deficiencies in the Collection Services.

4. EXCLUSIVE FRANCHISE. CONTRACTOR shall have the exclusive right to provide all residential and multi-family solid waste, recycling, and bulk waste services, as well as all commercial and restaurant solid waste services, within the TOWN during the entire term of this Agreement.
5. EQUIPMENT. CONTRACTOR shall provide and maintain and have available at all times the necessary amount of trucks and equipment to perform the Collection Services. CONTRACTOR shall provide new and sufficient equipment, in proper operating condition, so that regular schedules and routes of Collection Services shall be maintained. Equipment is to be maintained in reasonable and safe working condition. Vehicles used for Collection Services shall be painted uniformly in color, with the name of the CONTRACTOR and the number of the vehicle printed in letters not less than four inches (4 ") high on each side of the vehicle and a record kept of the vehicle to which each number is assigned. No Advertising shall be permitted on such vehicles or any equipment or container used by CONTRACTOR in the Service Area. CONTRACTOR is required to keep vehicles and containers cleaned and painted to present a pleasing appearance. In the event that any of CONTRACTOR' s equipment shall fail, suffer a break down, or otherwise become inoperable, CONTRACTOR shall immediately notify the TOWN and shall immediately substitute such equipment in order to complete the Collection Services in accordance with the schedule set forth in this Agreement. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the CONTRACTOR' s vehicle for any reason, it shall be picked up immediately. Each vehicle shall have a fork and

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broom for this purpose. CONTRACTOR' s vehicles shall not interfere unduly with vehicular or pedestrian traffic and are not to be left standing on streets unattended, except as is necessary by loading operations, and shall move with the traffic flow.

6. CONTRACTOR' S EMPLOYEES.
    a. CONTRACTOR' s Collection Services Employees. All employees and contractors of the CONTRACTOR shall be considered to be, at all times, the sole employees or contractors of the CONTRACTOR under its sole discretion and not an employee, contractor, or agent of the TOWN. CONTRACTOR shall only use personnel for Collection Services who are properly and duly licensed to operate the vehicles used to render the services specified in this Agreement, who are not registered sex offenders, and who have not had any felony conviction within two (2) years of employment, or who are not participating in or under any form of parole, supervised release, probation, or other form of supervision or monitoring by any court or criminal justice agency. CONTRACTOR shall assign a specifically designated crew for Collection Services, which shall remain constant, to render services to the TOWN. CONTRACTOR shall have a designated supervisor or Project Manager on -call at all hours who shall regularly confer with the TOWN regarding the Collection Services provided to the Town and CONTRACTOR' s performance in accordance with this Agreement.
    b. Competent Employees. The direction and supervision of Collection Services shall be by competent, qualified and sober personnel, and the CONTRACTOR shall devote sufficient personnel, time, and attention to the direction of the operation to ensure performance satisfactory to the TOWN. All subcontractors, sub - consultants, superintendents, foremen, and workmen employed by the CONTRACTOR shall be careful and competent. The CONTRACTOR shall also provide uniforms that are clearly identified with the CONTRACTOR name. Employees and subcontractors of the CONTRACTOR shall have and wear proper dress attire at all times. Proper dress attire shall consist of industrial style work pants, a button front shirt or T -shirt with the CONTRACTOR' s name or logo and the name of the shirt bearer, and appropriate footwear. All employees used by the CONTRACTOR during the term of the Agreement shall be of a standing or affiliation that will permit the CONTRACTOR' s performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstance, will such employees cause any disturbance, interference, or delay to any work or service rendered to the TOWN or by the TOWN, and in no case or in any circumstance will the employees conduct themselves negligently, disorderly, or dishonestly in the due and proper performance of the employee' s duties. CONTRACTOR shall see to it that its employees serve the public in a courteous, helpful, and impartial manner. CONTRACTOR' s employees shall not meddle with property that does not concern him or her. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings. After emptying Containers and roll -offs employees shall return

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them to the same location from which they were taken, in the proper position on the side of the dwelling or loading area and anything spilled shall be picked up immediately by such employee. Any damages caused by the negligence of CONTRACTOR' s employees shall be paid by CONTRACTOR

c. Roster. Upon the Effective Date of this Agreement, CONTRACTOR shall provide the TOWN with the full name , date of birth, and social security number of each member of the designated crew and the supervisor. TOWN shall have the right to verify criminal history of each member of the crew and the supervisor assigned to the TOWN. CONTRACTOR shall update its roster and send the updated roster to the TOWN each time a new employee begins working within the TOWN during the term of the Agreement.
d. Compliance with Employment Law. CONTRACTOR shall comply with all applicable municipal, County, State and Federal laws relating to wages, hours and all other applicable laws relating to the employment or protection of employees, now or thereafter in effect and shall indemnify the TOWN against all claims made against the TOWN arising out of or relating to CONTRACTOR' s employees and contractors.
e. FORCE MAJEURE. CONTRACTOR's performance obligations shall be temporarily suspended to the extent impacted by the Force Majeure Event. CONTRACTOR shall not be considered in breach or default of this Agreement. CONTRACTOR shall resume services as soon as reasonably practicable following cessation of the Force Majeure Event. CONTACTOR shall be entitled to equitable compensation adjustment to recover such additional costs as a result of a Force Majeure Event (i.e. increased disposal costs, fuel costs, emergency mobilization costs, emergency debris removal, equipment repair or replacement costs, waste stream fluctuations). CONTRACTOR shall notify the TOWN with a reasonable period after becoming aware of a Force Majeure Event affecting service performance.

7. COMMUNITY OUTREACH /MARKETING PROGRAM. In an effort to educate residents of the TOWN and ensure the success of the Collection Services, the TOWN will publish a Customer Guide (" Guide ") detailing all of the information associated with the Collection Services. At the request of the TOWN, the CONTRACTOR shall partially sponsor the publication of the Guide in an amount not to exceed $ 1, 000. 00. In the event that the Guide is not published, CONTRACTOR shall, at CONTRACTOR' S sole cost, publish an electronic annual newsletter, providing Customers with information concerning a wide range of topics designed to facilitate the Collection Services, as well as to produce savings in the performance of CONTRACTOR' S services.
8. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall create any kind of employer - employee, agency, partnership, or joint venture relationship between the TOWN and CONTRACTOR or any of CONTRACTOR' s employees, agents, and independent contractors. It is agreed that CONTRACTOR is an independent contractor, who provides its own equipment and facilities, and is solely responsible for selecting, directing, and supervising its employees, as well as complying with all

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relevant laws, codes, regulations, and rule pertaining to its operation, including employment and labor practice. The parties specifically intend that CONTRACTOR shall be an independent contractor for all purposes. The TOWN shall at no time be liable for any bodily or personal injury or property damage to any individual, firm, entity, or corporation resulting from any negligence or intentional acts on the part of the CONTRACTOR, its servants, employees, agents, and representatives.

9. COMPLIANCE WITH LAW. It is understood and agreed that CONTRACTOR shall have all licenses necessary to provide all Collection Services and shall fully comply with any and all Federal, State, County, and Municipal laws, codes, rules, and regulations, of any kind, which is applicable, in any manner, to the Collection Services.
10. ASSUMPTION OF RISK. CONTRACTOR assumes any and all risk of damage and injury to property and persons in connection with the negligence of CONTRACTOR. It is specifically agreed and understood that in no event shall the TOWN be liable for any injury, damage, or loss including personal injury) to any person and property which in any manner arises out of or relates to CONTRACTOR's negligence under this Agreement.
11. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the TOWN and its officials, employees and agents (collectively referred to as Indemnities ") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney' s fees) or liabilities (collectively referred to as " Liabilities ") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or nonperformance of the Collection Services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence whether active or passive) of the CONTRACTOR or its employees, agents or subcontractors collectively referred to as " CONTRACTOR "), or (ii) the failure of the CONTRACTOR to comply with any of the paragraphs herein or the failure of the CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of the CONTRACTOR, or any of its subcontractors and independent contractors, as provided above.
12. INSURANCE. CONTRACTOR shall maintain during the term of the agreement the following insurance coverage:
    a. Comprehensive General Liability Insurance of no less than one million dollars 1,000,000.00) per occurrence for bodily injury and property damage.
    b. Automobile Liability Insurance covering all owned, leased, rented or otherwise hired vehicles in amounts not less than one million dollars ($ 1, 000,000.000) per occurrence combined single limit for bodily injury and property damage.
    c. Umbrella Insurance of no less than one five million dollars ($ 5, 000, 000.00) per occurrence for bodily injury and property damage.

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d. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes.
e. The TOWN shall be named as an additional named insured (and not merely a certificate holder) on the insurance policies required under subsections (a) through (c) above on a primary and non - contributory basis. The insurance policies required shall include those classifications as listed in Standard Liability Insurance manuals which most closely reflect performance under this agreement.
f. Each insurance policy shall state that it cannot be cancelled or modified without written notice to the TOWN at least 30 days prior to the effective date of the cancellation or modification.

13. PROPERTY DAMAGE. CONTRACTOR shall be responsible for the repair or replacement if repair is not adequate, of any damages to public or private property caused by the negligence of CONTRACTOR or the CONTRACTOR's employees, agents, and contractors during the Collection Services.
14. COMPENSATION.
    a. Collection Services. As compensation for all of services provided by the CONTRACTOR under this Agreement, including the Collection Services (but specifically excluding Emergency Services, as set forth below), the TOWN agrees to pay CONTRACTOR in accordance with the Rate Structure submitted by CONTRACTOR and as set forth in Exhibit " A" attached hereto (The " Monthly Fee "). Any changes to the type and number of Units shall result in a corresponding upward or downward adjustment of the Monthly Fee in accordance with Exhibit " A."
    b. Adjustment to Monthly Fee. The collection component of the Monthly Fee payable to CONTRACTOR under this Agreement, which shall be equal to 70% of the monthly unit price, shall be subject to annual price adjustments (increase or decrease), which shall be authorized by applying to the collection component of the contract price, the ratio of change between the previous year and the current index of the Consumer Price Index for ALL ITEMS published by the U. S. Department of Labor, Bureau of Labor Statistics, specifically the CPI-U (Garbage and Trash Collection Services, Series ID CUUR0000SEHG02)for the month ending sixty (60) days prior to the anniversary date of the Agreement. Any adjustment in the contract price must be supported by documentation of changes in the Consumer Price Index. To request an increase, the CONTRACTOR shall submit all records and information reasonably requested by the TOWN as would support the requested increase to the Town Manager for review and approval. The CPI adjustment for any year shall not exceed five (5 %) percent. Should the year's calculated CPI increase exceed 5%, the remaining value over 5% shall be carried over and applied to the following year's calculation of CPI. If that causes the following year's CPI calculation to exceed the allowable CPI increase, then the remainder will carry over to the following year. The carryover methodology shall apply throughout the term of the agreement.

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CPI Adjustments shall not be less than 1% with a Contract Year. All calculations pursuant to this paragraph shall be subject to confirmation by the TOWN' S Finance Director, and once confirmed, CPI adjustments shall be applied automatically.

c. Disposal Adjustment. The disposal charge portion of the monthly unit price shall be equal to 30% of the monthly unit price. In the event that tipping fees increase, the CONTRACTOR may request an adjustment to the Monthly Fee which shall be equal to the per ton increase in tipping fee times 30% of the monthly unit price (new disposal cost = change in tipping fees + [0.30 x monthly unit price]). Disposal Adjustments shall also include adjustments for changes in hauling distance, disposal location, regulatory requirements, environmental compliance costs, surcharges, or disposal method beyond CONTRACTOR control.
d. Change in Law or Cost of Doing Business. Contractor shall be entitled to equitable rate adjustment for any increase in costs resulting from changes in federal, state, and local law, regulation, ordinance, environmental requirements, or other increases to the cost of doing business affecting service delivery.
e. SERVICE UNIT PROTECTION. If the number of service units decrease by more than 5%, CONTRACTOR shall be entitled to equitable rate adjustment to maintain revenue neutrality.
f. CONTAMINATION PROTECTION. CONTRACTOR shall not be responsible for recycling contamination caused by customer misuse and shall be entitled to rate adjustment for contamination-related processing costs.
g. Emergency Services. Compensation for Emergency Services collections shall be in accordance with a fee schedule to be provided by the CONTRACTOR and agreed to by the TOWN annually. CONTRACTOR shall supply detailed, itemized invoices for all Emergency Services.

15. PAYMENT OF COMPENSATION. Invoices shall be rendered to the TOWN every month for actual Collection Services rendered under this Agreement for the prior month period. Invoices shall be due and payable on or before the fifteenth (15th) day of the following month.
16. BREACH OF AGREEMENT. In the event that CONTRACTOR breaches this Agreement by failing to fully and completely perform Collection Services or any other services required of CONTRACTOR by this Agreement, the TOWN shall place the CONTRACTOR in default and withhold payment of compensation which would otherwise have inured to the benefit of CONTRACTOR as a direct result of such breach, and should breach not be cured within ten (10) days of written notice of default by the TOWN to CONTRACTOR, the TOWN may, at its discretion, elect to cancel this Agreement. Cure period may be extended if the circumstances of the breach make it such that cure cannot be achieved in 10 days. If such breach is cured, all payment withheld shall be due to the CONTRACTOR. If the Agreement is terminated, the TOWN shall render all payments owed to the CONTRACTOR for work completed before the termination of the Agreement.

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17. PERFORMANCE BOND. CONTRACTOR shall furnish at its own cost, to the TOWN, an irrevocable Performance Bond, in form and content approved by the TOWN Attorney, for the faithful performance of this Agreement and all of its obligations arising hereunder in the amount of Three Hundred Thousand Dollars ($ 300,000.00). Said bond shall be rated " A +" or better as to management and FSC XV" or better as to the strength by A.M. Best's Insurance Guide; shall be listed on the U. S. Treasury Department's list of acceptable sureties for federal bonds or bonding limits shall not exceed 20% of its policy surplus (capital & surplus) as listed in Best's Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least ,-five years; further, all bonds shall contain all provisions required by § 255. 05 Florida Statutes, guarantee the performance of the Agreement and serve as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement. CONTRACTOR shall furnish to the TOWN proof of such bond within ten (10) calendar days after the Effective Date of this Agreement. Such proof shall include a statement that the policy or bond may not be canceled or altered without at least thirty (30) calendar days prior notice to the TOWN. Maintenance of said bond and the performance by the CONTRACTOR of all of the obligations under this paragraph shall not relieve the CONTRACTOR from any other liability as a result of any breach hereunder. The performance Bond may be " called" in the event of any default hereunder by the CONTRACTOR. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to the TOWN against the CONTRACTOR for breach, default, or damages hereunder.
18. AMENDMENTS: This Agreement represents the entire understanding between the parties and may not be modified, altered or amended otherwise than in writing signed by all parties hereto. The TOWN shall have the right to amend this contract from time to time as necessary to comply with federal, state, or local laws and regulations, or for any reason as determined by the TOWN and agreed to by the CONTRACTOR.
19. TERM: This Agreement shall be for an initial term of two (2) years commencing on the 1st day of April, 2026, and shall continue in full force and effect through March 31, 2028 Initial Term "). After the Initial Term, this Agreement shall automatically renew for three (3) successive one (1) year terms unless either party provides written notice of non-renewal at least 90 days prior to expiration.
20. ATTORNEYS' FEES AND COSTS. In the event of a dispute between the Parties that arises out of or relates to this Agreement, the prevailing party shall be entitled to recover against the non - prevailing party all reasonable legal fees and costs incurred by the prevailing party on all levels and proceedings including, but not limited to, all pre - litigation discussions and mediations, and in all trial courts and appellate courts. The prevailing party shall also be entitled to receive from the non - prevailing party all attorneys' fees and costs incurred in connection with a determination by the court(s) as to the reasonable attorneys’ fees and costs to be awarded pursuant to this paragraph.

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21. LAWS OF FLORIDA: This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida.
22. ASSIGNMENT. Neither this Agreement nor any portion or interest herein, shall, under any circumstances, be sublet, assigned, transferred, or otherwise encumbered by CONTRACTOR without the express written consent of the Town. CONTRACTOR shall be able to assign to its affiliates or successors upon written notice and assumption of obligations. For purposes of this Agreement, any transaction that results in the CONTRACTOR being purchased by, spun off, or merged with, another corporate entity or the sale of CONTRACTOR' s assets, including this Agreement, shall constitute a non - permitted assignment and subject the CONTRACTOR to the Breach, Termination or default provisions of this Agreement at the TOWN' s sole and absolute discretion.
23. VENUE. The parties understand and agreed that this Agreement was executed in Miami -Dade County, Florida and that all Collection Services shall be performed in Miami -Dade County, Florida. The parties further agree that, irrespective as to whether venue may also lie in any other county or jurisdiction, including but not limited to the county or jurisdiction within which the CONTRACTOR principal place of business is located, THE EXCLUSIVE VENUE for any action arising out of or relating to the instant Agreement SHALL be Miami -Dade County, Florida. The parties understand and agree that the instant paragraph is a material inducement for the execution of this Agreement.
24. **WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT ALLOWED BY LAW, THE RESPECTIVE PARTIES HERETO DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVERARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.**
25. COUNTERPARTS. This Agreement may be executed in a number of counterparts and transmitted by facsimile or email as a . PDF attachment, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.
26. NOTICE. All notice required by this Agreement shall be in writing and sent to the Party' s addresses set forth below via hand delivery or by using a nationally recognized overnight carrier (FedEx, UPS, USPS, or DHL):

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If to TOWN: Town of Bay Harbor Islands

9665 Bay Harbor Terrace

Bay Harbor Islands, FL 33154

ATTN: Town Manager

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With a copy to:

Name:
Title:
Address:

If to Contractor:

WASTE PRO OF FLORIDA, INC.
Address
Attn:

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature.

TOWN:	CONTRACTOR:
TOWN OF BAY HARBOR ISLANDS	WASTE PRO OF FLORIDA
By: _____	By: _____
TOWN MANAGER	Regional Vice President
ATTEST:	ATTEST:
_____	_____
Town Clerk, Bay Harbor Islands, Fl	
_____	_____
Date	Date

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Exhibit "A"

Rate Structure

Monthly Price Schedule for Collection Services

Per Unit. Per Month)

Collection Services for Solid Waste (3 times per week),

Bulk Waste (1 time per week), and Recycling (2 times per week)

1. Multi Family Home and Single-Family Homes
   (2668 Units, as of the Effective Date) — $ 39.50, per Unit per Month
2. Commercial Units, as of the Effective Date) — $ 155. 00, per Unit, per Month.
3. Restaurants (and any other Units that have daily Collection Services) based upon the size of the Solid Waste Container: (Units, as of the Effective Date)
   a. 96 Gallon Solid Waste Container — 155.45, per Unit, per Month
   b. Additional 96-Gallon Container — $95.45 per Unit, Per Month
   c. One (1) Yard Solid Waste Container — $591.05, per Unit, per Month
   d. Two (2) Yard Solid Waste Container — $1,182.09, per Unit, per Month
   e. Four (4) Yard Solid Waste Container — $2,364.18, per Unit, per Month
   f. Six (6) Yard Solid Waste Container — $3,546.27, per Unit, per Month
4. Less than Daily Service — $19.50 per cubic yard

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RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR SOLID WASTE COLLECTION SERVICES; APPROVING THE ACCEPTANCE OF AN UNSOLICITED PROPOSAL FROM WASTE PRO USA, INC. FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE A SOLID WASTE COLLECTION AGREEMENT WITH WASTE PRO USA, INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands ("Town") currently receives solid waste and recycling collection services pursuant to an agreement originally awarded through a competitive solicitation (RFP-174) in 2017 to World Waste Recycling, which was subsequently assigned to Coastal Waste & Recycling ("Coastal") following Coastal's acquisition of World Waste; and

WHEREAS, the current agreement for solid waste and recycling collection services is scheduled to expire on March 31, 2026**;** and

WHEREAS, the existing agreement has historically provided the Town with highly competitive rates and a high level of service; and

WHEREAS, Town staff engaged in discussions with the current provider, Coastal Waste & Recycling, regarding potential renewal options, and Coastal provided two negotiated rate options reflecting significant increases in residential and commercial collection rates; and

WHEREAS, on February 11, 2026, Waste Pro USA, Inc. ("Waste Pro") submitted a formal unsolicited proposal to provide solid waste and recycling collection services to the Town and confirmed its ability to commence services beginning April 1, 2026; and

WHEREAS, Town staff conducted a comparative review of the current contract rates, the proposed renewal options from Coastal Waste & Recycling, and the unsolicited proposal submitted by Waste Pro, and determined that the Waste Pro proposal provides the most favorable overall pricing and service structure for the Town's residents and businesses; and

WHEREAS, the Town Council finds that, in light of the impending expiration of the current agreement and the favorable terms offered by Waste Pro, it is in the best interest of the Town to waive competitive procurement requirements and accept the Waste Pro proposal for solid waste and recycling collection services.

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

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

Section 2 Waiver of Competitive Bidding. The Town Council hereby waives the competitive bidding requirements applicable to the procurement of solid waste and recycling collection services based on the Town Council's determination that accepting the proposal submitted by Waste Pro USA, Inc. is in the best interests of the Town.

Section 3 Approval of Proposal and Agreement. The Town Council hereby approves the acceptance of the proposal submitted by Waste Pro USA, Inc. dated February 11, 2026, for the provision of solid waste and recycling collection services for the Town of Bay Harbor Islands.

Section 4 Authorization of Town Manager. The Town Manager is hereby authorized to execute a solid waste collection agreement with Waste Pro USA, Inc., substantially in the form presented to the Town Council, and to make non-substantive modifications as may be necessary to finalize the agreement, subject to approval as to form by the Town Attorney.

Section 5 Implementation. The Town Manager and Town staff are authorized to take any actions necessary to implement the provisions of this Resolution and to coordinate the transition of solid waste and recycling collection services to Waste Pro USA, Inc.

Section 5 Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution.

Section 6 Effective Date. This Resolution shall take effect upon its passage and adoption

PASSED and ADOPTED this 12th day of March, 2026.

Motion By: _____

Second By: _____

FINAL ADOPTION VOTE:

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:

_____
MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: Tania Cruz-Gimenez, Esq.

ITEM 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:	Gerald Bryan Fausto Vargas-Reyes Sam Zamacona, E.I.	Finance Director Procurement Officer Capital Improvement Program Director
DATE:	March 12, 2026	
SUBJECT:	Ratification of an Emergency Procurement Contract in the amount of $607,179.94 with Florida Draw Bridges Inc. to perform Emergency Repairs at the Broad Causeway Intracoastal Waterway Bridge (Bridge #875101)	

RECOMMENDATIONS

Ratification of an emergency procurement contract awarded to Florida Draw Bridges Inc. in the amount of $607,179.94, authorized by the Town Manager, to perform emergency repairs at the Broad Causeway Intracoastal Waterway Bridge

BACKGROUND

On December 19, 2025, FDOT informed the Town of Bay Harbor Islands by email that during a routine inspection of bridge # 875101 the team's inspectors noted deficiencies that required immediate repairs. Hardesty and Hanover LLP (Hardesty) were contacted to review the FDOT email. At the time Hardesty was preparing repair plans to perform structural, electrical, and mechanical repairs to the bridge, based on FDOT decision in October 2024 to post weight restrictions on the bascule spans.

In their response dated December 22, 2025, Hardesty indicated that the defects in the FDOT email were new and were not included in the repair plans that they were working on.

On Thursday February 26, 2026, another email was sent by FDOT (copy enclosed) regarding new defects that were observed at the bridge # 875101. This email included photographs of concrete spalls and severe cracks with a statement of urgency for making the repairs.

DISCUSSION

Sections 2-1.2 and 2-1.3 in the Town Code outline the procedure for Emergency Procurements and are entitled “Exemptions and Waivers from competitive bidding” and “Emergency Procurements” respectively.

Due to the critical nature of the newly discovered defects and the urgency expressed by FDOT, the Town Manager authorized the immediate award of the repair work under the emergency procurement guidelines. As required by the Town Code, we are formally notifying the Council of this emergency action at the next scheduled meeting (the March 12, 2026 regular council meeting) and request that the Council ratify the emergency procurement.

To comply with procurement guidelines for obtaining quotes to the extent practicable under emergency conditions, staff solicited construction bids from four (4) contractors. The contractors contacted and their bid responses are as follows:

1.	Seacoast Incorporated	No response
2.	Florida Draw Bridges Inc.	$607,179.94
3.	GLF Construction Corporation	$620,000.00
4.	PCL	Responded that they were not interested

Bids were based on the FDOT December 19, 2025, email and photographs, and contractor site inspections.

Proposals were received from FDI and GLF and are attached to this memorandum, along with the email from PCL indicating their disinterest in the project.

The bid from FDI includes the installation of temporary support at 10 key locations. The quote submitted by GLF does not include temporary support.

FDI is in the process of procuring materials to perform repairs and based on a 4-week lead time, repairs are expected to start on April 1, 2026, and may last up to 10 weeks.

In the interim, temporary support will be installed by FDI at five pier caps where the worst deterioration has been observed. This work will start on March 9 and continue through March 16, 2026.

The full extent of repairs that require urgent attention has not been ascertained and therefore the need for additional emergency expenditures will likely be required. Staff will keep the Council apprised accordingly.

FINANCIAL ANAYSIS

GL Line-Item Number: 402.5415.400063.000

Total Amount Budgeted: $1.0M

Encumbered Amount: $473,800.00

Balance Remaining: $526,200.00

A budget amendment will be sought if necessary to cover the difference of $80,979.94. ($607,179.94 - $526,200.00 = $80,979.94)

ATTACHMENTS

Email from FDOT dated 02/26/2026

Proposal from FDI
Proposal from GLF

Email from PCL

PROPOSAL

FDI Services
Bridges, Roads, Facilities

DATE	PROPOSAL
2/3/2026	20326

Client Information
Randy L. Daniel, PE Town Engineer Town of Bay Harbor Islands 1030 95th St Bay Harbor Islands, FL 33154

Work Description
Broad Causeway Bridge Priority Items Repairs 2026 , installing Scaffolding with Single Lane Closures (Estimated 7-9 weeks to complete)

	Pay Item, Bid, or Work Description	Unit	Quantity	Unit Price	Subtotal
	A. In house Labor (Oversight, Welder, Boat Capt., electricians, concrete workers, etc.)	LS	1.00	$ 196,583.24	$196,583.24
	B. In house Equipment (Boat, Welder, trucks, trailers, Snooper Truck, etc.)	LS	1.00	$ 135,430.00	$135,430.00
	C. Materials (Concrete, wood, epoxy, jack stands, joint and header material, nav light parts, signs, containment, disposal, etc.)	LS	1.00	$ 110,715.50	$110,715.50
	D. Single Lane Closures (70 single lane closures estimated)	LS	1.00	$ 86,940.00	$86,940.00
		GRAND TOTAL			**$529,668.74**

Note: Permits not included in the price proposal

Randy Daniel

From: Jim Holtje <JHoltje@pcl.com>
Sent: Thursday, February 26, 2026 8:30 AM
To: Randy Daniel
Cc: Mike Sileno; Gerald Bryan
Subject: RE: Bridge Finding - Bridge 875101 Prompt Corrective Action

Hi Randy,

As discussed, PCL will pass on bidding the emergency repair work at this time. Thanks,

Jh

From: Randy Daniel <rdaniel@bayharborislands-fl.gov>
Sent: Wednesday, February 11, 2026 9:44 AM
To: Jim Holtje <JHoltje@pcl.com>
Cc: Mike Sileno <msileno@hardestyhanover.com>; Gerald Bryan <gbryan@bayharborislands-fl.gov>
Subject: RE: Bridge Finding - Bridge 875101 Prompt Corrective Action

You don't often get email from rdaniel@bayharborislands-fl.gov. Learn why this is important

Jim,

Thank you for your email and for your assistance with this project.

I look forward to hearing from you.

Best regards,

Randy L. Daniel, P.E., PMP, CFM
Town Engineer/Floodplain Administrator
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154
Email: rdaniel@bayharborislands-fl.gov
Office: 305-866-6241 ext 121
Cell: 786-881-3615
Direct: 786-605 -1694
Fax: 305-866-4863

From: Jim Holtje <JHoltje@pcl.com>
Sent: Tuesday, February 10, 2026 4:10 PM
To: Randy Daniel <rdaniel@bayharborislands-fl.gov>
Cc: Mike Sileno <msileno@hardestyhanover.com>
Subject: Re: Bridge Finding - Bridge 875101 Prompt Corrective Action

February 25, 2026

Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154
Attn. Mr. Randy L. Daniel, P.E., PMP, CFM

Subject: **GLF Price Proposal – Bridge 875101 Repairs**

Dear Mr. Daniel,

We are pleased to present our proposal for your consideration.
Our scope is limited as below.

	ITEM DESCRIPTION	SCOPE
1	Pier Cap 12 East face has a spall/delamination 56in. L x 26in. H x 2in. D and extends 10in. W on the top face with an associated fracture up to 1/4in. W below of Bearing 12-3; compromising a 17in. L x 4in. W bearing area. The delamination has a 1/8in H difference in elevation indicating non-bearing condition up to 50% of the bearing area.	Spall repairs Approx. 1.78 CF
2	Pier Cap 20 East face has vertical/diagonal cracks up to 26in. H x 1/32in. W with efflorescence emanating from bearing pedestal 20-4, 20-5, and 20-6. The cracks extend onto the pedestals with cracks up to 1/16in W below the bearing area. The area sounds solid when struck with a hammer; but is the beginning stages of the deficiency noted in item 1 above.	Crack repairs Approx. 6.5 LF
3	Stringer 10-1 at Floor Beam 10-6 has a reflective crack 6in. L x 0.016in. W at the 90-degree angle on the web.	Welding Repairs
4	The south sidewalk over the bascule span is missing the curb in a 45ft. L area at midspan, exposing sharp edges on the traffic side.	F&I New Curb
5	Joint 3, west header has a spall/delamination 43in. L x 9in. W x full deck depth with one exposed rebar in Lane 1.	Repairs
6	Joint 20, east header has a spall 12in. L x 6in. W x full deck depth with exposed protruding rebar in Lane 1, 12ft from north curb.	Repairs
7	Joint 21, west header has a spall 12in. L x 3in. W x full deck depth in Lane 1, 2ft. from north curb.	Repairs
8	Near Leaf left navigational light red lens is broken and the electrical conduits are detached with exposed wiring (the Far Leaf right navigational light has a similar condition on the electrical conduit).	F&I New Light
9	Far Leaf left navigational light is bent and loose at the vertical support pipe connection.	Replace
10	Far Leaf right navigational light is missing (2) of (4) anchor bolts at the base plate to metal rail connection.	Replace
11	West Fender, north minimum clearance sign is broken/missing below the 14ft. mark.	Replace
12	East Fender, south minimum clearance sign is broken/missing below the 16ft. mark.	Replace
	Estimated TOTAL COST	**$620,000.00/LS**

Clarifications:

1. Price is valid for 10 days.
2. Include one mobilization with continuous operation.
3. Anticipated work hours M-F daylight hours.
4. Barge access/bulkhead at the bridge vicinity will be provided for GLF's use at no charge. We have assumed barge can be stored under bridge for the duration of the project.
5. The Town of Bay Harbor Islands is to provide staging area within the project vicinity.
6. We have included Mainenance of Traffic.
7. F&I Turbidity Barrier.
8. Quantities are approximate only. Additional quantity will incur additional cost.
9. We have not included jacking activities.
10. We have not included metalizing.
11. Stringer repair does not include new steel plate.
12. Clearance sign does not include clearance light.
13. Fender system light not included.
14. We have assumed no hazardous or contaminated material.
15. Proposal is contingent upon a mutually agreed subcontract agreement and schedule.

Exclusions:

1. Permits
2. Off-duty law enforcement officer
3. Protection of existing utilities or structures
4. Quality control, inspection, and testing
5. Bond

Should you have any questions, please do not hesitate to contact us. Thank you.

Respectfully,

Hakan Dalkiran
Vice President of Operations
Tel: (305) 371-5228, Ext.3450
Cell: (347) 724-5693
www.glfusa.com
hdalkiran@glfusa.com

Randy Daniel

From: Parra, Carmen <Carmen.Parra@dot.state.fl.us>
Sent: Thursday, February 26, 2026 7:59 AM
To: Randy Daniel
Cc: Sotolongo-Miranda, Hope; Orozco, Pablo J.
Subject: D6 LGBI Bridge Finding - Bridge 875101
Attachments: STR 030.jpeg; STR 031.jpeg; STR 032.jpeg; STR 033.jpeg; STR 034.jpeg; STR 035.jpeg; STR 036.jpeg; STR 037.jpeg; STR 038.jpeg; TR47.JPG; TR58.JPG; STR 027.jpeg

Good morning Randy,

During a routine inspection to **Bridge #875101,** the team inspectors noted the following deficiencies that **require prompt corrective action**. See photos and the descriptions below:

1. Pier Cap 9 East face has four **(4)** spall/delamination up to 65in. L x 30in. H x 2.5in. D which extends up to 10in. W on the top face with associated fractures up to 1/4in. W running below Bearings 9-5 thru 9-8; compromising the bearing area up to 17in. L x 4in. W. This condition was not present at the time of the initial inspection with the HARCON and was observed during a subsequent site visit. The top face of the cap was inspected utilizing a telescoping mirror. A high-reach equipment is required to perform a hands-on inspection of the area.

Refer to the following photos:
Bearing 9-5 - **Photo STR 30 and STR 36**
Bearing 9-6 - **Photo STR 31 and STR 35**
Bearing 9-7 - **Photo STR 32 and STR 34**
Bearing 9-8 - **Photo STR 27 and STR 33**
General View of Pier 9 East Face - **Photo STR37**

2. Pier Cap 12 East face has a spall 56in. L x 26in. H x 10in. D below Bearing 12-3; with 3 exposed rebars and 2 heavily corroded exposed bearing anchors. The spall has caused a 50% loss of the bearing area. This condition has increased since first noted during the initial inspection with the HARCON. **Photo STR 38**
3. Pier Caps 28 East face has a spall/delamination 29in. L x 9in. H x 1/2in. D which extends 5in. W on the top face with associated fracture up to 1/8in. W in front of Bearing 28-1. The bearing area is not affected at this time. **Photo TR47**
4. Pier Caps 29 East face has a spall/delamination 29in. L x 9in. H x 2in. D which extends 5in. W on the top face with associated fracture up to 1/8in. W in front of Bearing 29-1. The bearing area is not affected at this time. **Photo TR58**

*****NOTE: Large Semi-Trucks were seen going over the Bridge. The bridge is currently Posted as follows: SU = 14 tons, C = 19 tons, and ST5 = 25 tons**

Best Regards,

Carmen Parra
Consultant Inspection Project Manager
FDOT-D6 Structures Maintenance Office
1000 N.W. 111th Avenue
Miami, Florida 33172
Ph: 305-470-5251
Email: Carmen.Parra@dot.state.fl.us



PROPOSAL

FDI Services
Bridges, Roads, Facilities

DATE	PROPOSAL
03.04.26	3426

Client Information
Randy L. Daniel, PE Town Engineer Town of Bay Harbor Islands 1030 95th St Bay Harbor Islands, FL 33154

Work Description
Broad Causeway Bridge Temporary Supports Installation

	Pay Item, Bid, or Work Description	Unit	Quantity	Unit Price	Subtotal
	A. In house Labor (Oversight, Site Survey Supervisor, concrete workers, meetings, etc.)	LS	1.00	$ 36,271.20	$36,271.20
	B. In house Equipment (Trucks, trailers, Snooper Truck, etc.)	LS	1.00	$ 26,120.00	$26,120.00
	C. Materials (Timber, Misc Materials, etc.)	LS	1.00	$ 6,720.00	$6,720.00
	D. Single Lane Closures (5 single lane closures estimated)	LS	1.00	$ 8,400.00	$8,400.00
		GRAND TOTAL			**$77,511.20**

Note: Permits not included in the price proposal

See Page 2 for Detailed Scope of Work per location

PROPOSAL

FDI Services
Bridges, Roads, Facilities

Scope of Work to Bridge 875101 Broad Causeway Bridge Timber Supports Installation
1. Provide immediate temporary support
Temporary Timber supports Installation (22 supports estimated)
It is required that the temporary supports be located on each side of the affected bearings. Below are the pier and bearing locations from the FDOT 12/19/2025 and 2/26/2026 emails that require
Pier Cap 12, East face – Bearing 12-3
Pier Cap 20, East face – Bearings 20-4, 20-5, and 20-6
Pier Cap 9, East face – Bearings 9-5 through 9-8
Pier Cap 28, East face – Bearing 28-1
Pier Cap 29, East face – Bearing 29-1

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RATIFYING AN EMERGENCY PROCUREMENT CONTRACT WITH FLORIDA DRAW BRIDGES INC. IN THE AMOUNT OF $607,179.94 FOR EMERGENCY REPAIRS TO THE BROAD CAUSEWAY INTRACOASTAL WATERWAY BRIDGE (FDOT BRIDGE NO. 875101); AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY RELATED DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Broad Causeway Intracoastal Waterway Bridge (FDOT Bridge No. 875101) is a critical transportation connection serving the residents and businesses of the Town of Bay Harbor Islands; and

WHEREAS, the Florida Department of Transportation ("FDOT") notified the Town on December 19, 2025, during a routine inspection that new structural deficiencies were identified requiring immediate attention; and

WHEREAS, additional correspondence from FDOT dated February 26, 2026 identified further deterioration including concrete spalls and severe cracking and emphasized the urgency of performing repairs to ensure the structural safety of the bridge; and

WHEREAS, due to the urgent nature of these deficiencies, the Town Manager authorized an emergency procurement pursuant to Sections 2-1.2 and 2-1.3 of the Town Code governing exemptions and waivers from competitive bidding and emergency procurements; and

WHEREAS, in accordance with procurement procedures to the extent practicable under emergency conditions, Town staff solicited quotes from multiple contractors and received proposals from Florida Draw Bridges Inc. in the amount of $607,179.94 and GLF Construction Corporation in the amount of $620,000.00; and

WHEREAS, the proposal submitted by Florida Draw Bridges Inc. was determined to be the most responsive and responsible proposal and included the installation of temporary structural supports and repairs necessary to stabilize the bridge structure; and

WHEREAS, the Town Council finds that ratification of the emergency procurement contract with Florida Draw Bridges Inc. is necessary to ensure the timely repair of critical infrastructure and to protect the health, safety, and welfare of the public.

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

Section1 Ratification of Emergency Procurement. The Town Council hereby ratifies the emergency procurement contract awarded by the Town Manager to Florida Draw Bridges Inc. in the amount of Six Hundred Seven Thousand One Hundred Seventy-Nine Dollars and Ninety-Four Cents ($607,179.94) for emergency repairs to the Broad Causeway Intracoastal Waterway Bridge (FDOT Bridge No. 875101).

Section 2 Authorization of Town Manager. The Town Manager is hereby authorized to execute the Task Work Order and any related documents necessary to implement the intent of this Resolution, subject to approval as to form by the Town Attorney.

Section 3 Implementation. The Town Manager and Town staff are authorized to take any actions necessary to implement the provisions of this Resolution.

Section 4 Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution.

Section 5 Conflicts. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 6 Effective Date. This Resolution shall take effect upon its passage and adoption.

PASSED and ADOPTED this 12th day of March, 2026.

Motion By: _____

Second By: _____

FINAL ADOPTION VOTE:

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:

_____
MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: Tania Cruz-Gimenez, Esq.

AGENDA ITEM REPORT
March 12, 2026

ITEM NUMBER: 25.

ITEM: A resolution appointing two (2) members to the Parks and Recreation Committee due to the vacancy created by the resignation of two (2) committee members pursuant to the Town of Bay Harbor Islands Code, Section 15-2 (d). - Town Manager

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Susan Kelly Gilbert
2.	Christine Gunther Telesco
3.	Resolution - Appointments of Member an Alternate to the Parks Recreation Committee

TOWN OF BAY HARBOR ISLANDS

APPLICATION FOR BOARD AND COMMITTEE APPOINTMENTS

Please completely fill out & return this application to the Town Clerk's Office for processing
Town of Bay Harbor Islands
1030 95th Street, Trailer 2
Bay Harbor Islands, FL 33154
(305)-866-6241

Your service to our Town is earnestly solicited

Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the Town of Bay Harbor Islands. Residents are cordially invited to apply for appointment by the Town Council to a Town Board/Committee. Application must be completely filled out with a cover letter and/or resume. Please check Board/Committees for which you wish to be considered:

☒ Design Review Board ☒ Parks & Recreation Committee ☐ Charter & Ordinance Committee ☐ Sustainability & Resiliency

Application is for: ☒ New Appointment ☐ Re-submission ☐ If you currently serve on a Board, please state which Board:

** Per Section 112.317 Florida Statutes, members of some Board/Committees are required to file a Financial Disclosure Report.*

Please type or print information

PERSONAL:

Name: Susan Kelly-Gilbert E-Mail: skellygilbert@gmail.com Residency Years: under 6 months 2021

Residential Address 9341 E. Bay Harbor Dr 5D Bay Harbor Islands, FL Zip Code: 33154

Telephone number: 305.865.1192 Cell number: 719.238.3031 Business number:

EDUCATION:

High School: Msgr. Pace H.S. Location: Opa-locka, FL

College: FIU Location: Miami, FL

Year Completed: 4 Degree: BA Major: Marketing / Business Adm

Other professional or technical training (Name of School, course name, etc.)

EMPLOYMENT:

Please provide your current/previous employment (attach a copy of a cover letter and/or resume)

Current/ Previous Employer: Retired - Evening Post Industries

Address: 107 Journal Alley, Summerville, SC 29483

Title: Publisher Years of Service:

If you are applying for the **Design Review Board**, please check one of the following professions. Florida-licensed landscape architect, arborist or profess

Other profession: Publishing

OTHER QUALIFICATIONS:

Briefly describe any specific expertise and/or abilities that would pertain to your service on a Town Board/Committee:

Involved in expansion projects for printing and distribution facilities

Enter any specific expertise and/ or abilities.

Involvement in expansion projects for printing and distribution facilities. Excellent track record in sales and marketing, +30 years experience in operational management, Leader in communication and media.

ACKNOWLEDGMENT (Check Below:)

- [x] **I understand that in accordance with the Florida Sunshine Law, this information will be available for public review, and I waive any objections to such publication.**
- [x] **I understand that appointment to any of the positions indicated above is a voluntary service.**
- [x] **If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the Town, County, and State of Florida, particularly those pertaining to the conduct of public office and the financial disclosure requirements, if applicable, to my position.**
- [x] **I understand, if appointed, an updated application must be submitted to seek appointment to another board and committee.**
- [x] **I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.**
- [x] **I understand that I may sit on only one Council appointed board.**

Board/Committee Members are required to file a financial disclosure statement each year.

Susan Kelly Gilbert
Signature of Applicant

February 11, 2025
Date

OFFICE USE ONLY

If the applicant is reapplying, provide their attendance.

Present:

Years served:

Absent: Perfect

The Council member nominating the applicant:

- [ ] Mayor Joshua D. Fuller
- [ ] Vice Mayor Isaac Salver
- [ ] Council Member Stephanie Bruder
- [ ] Council Member Molly Diallo
- [ ] Council Member Teri D'Amico
- [ ] Council Member Eric Rappaport
- [ ] Council Member Robert H. Yaffe

Elected:

- [ ] SEAT 1
- [ ] SEAT 2 (1 YEAR)
- [ ] SEAT 3
- [ ] SEAT 4 (1 YEAR)
- [ ] SEAT 5
- [ ] SEAT 6 (1 YEAR)
- [ ] SEAT 7

SUSAN KELLY-GILBERT

9341 East Bay Harbor Drive, 5D
Bay Harbor Islands, Florida 33154
719.238.3031(m)
skellygilbert@gmail.com

Career Summary and Objectives

Extensive sales and marketing leadership experience in defining and developing business opportunities in both traditional and new media environments. Seeking to align this experience with an organization looking toward the future in their daily efforts. Strong professional attributes:

- Entrepreneurial spirit and behavior
- Values partnerships and their relationship to success
- High energy and a sense of urgency
- Customer focused and market sensitive
- Respect for technology, data and its contribution to success
- Proven ability to drive revenue and market share

PROFESSIONAL EXPERIENCE

SUMMERVILLE COMMUNICATIONS – Summerville, SC 2019 to 2020
Evening Post Industries
Publisher

Oversaw 4 publications in Dorchester; Berkeley and Georgetown Counties. Responsibility for total operating budget with this group of publications. Lead a sales team of 12 account executives with responsibility for producing nearly $4 million in revenue. Collectively, the largest revenue producing group in a group of four and the most profitable. Also, responsibility for 7 reporters and content in both print and digitally. Oversaw 7 newsletters. Produced 5 community events annually. Achievements included:

- Increasing event revenue 50%;
- Developing sales plans for newsletters and promotional content;
- Re-organizing our sales team to produce more field time with customers;
- Establishing proven sales techniques for customer needs analysis;
- Introducing and implementing a CRM;
- Key Performance Indicators established and standards of performance;
- Developing programs and incentives to drive sales

TIMES FREE PRESS – Chattanooga, TN 2017 to 2019
WEHCO Media
Sales Director

Lead a small group of sales reps to top performance over a nearly 3-year period. This included increased sales in events revenue; developing new revenue programs; key performance indicators established for award winning performance; re-organizing the work group to produce more sales time in the field and increased revenue. Established motivation and training programs to improve employee job satisfaction.

INDEPENDENT MAIL – Anderson, SC 2012 to 2016
Gannett
President and Publisher

As both the publisher and revenue leader, I have improved the expense profile and consistently bettered the organization's profitability. Leading an organization of 80 employees and $12 million in total revenue, we have developed creative programs to sustain the organization's market share that has resulted in circulation revenue growth, lower distribution costs and new advertising programs. Took an organization from being in the red to the black in under 3 years. Efforts involved both revenue growth and cost control to achieve this result

E.W. Scripps Company – Knoxville, TN 2010 to 2012
Sr. Director of Sales and Product Support

Lead the strategic planning, support and execution associated with corporate partnerships (Yahoo!, Zillow, Monster), vendors and products focused on the key verticals of Automotive, Real Estate, Recruitment and Display at Scripps 13 newspaper properties. These efforts, with a staff of four Product Managers, included training and market support for sales, execution and fulfillment associated with revenue and market share growth in these business segments. Key involvement over the nearly 2 years included negotiation of the Monster contract; Zillow contract; launch of the new, upgraded Automotive and Real Estate portals; launch of P&D initiative; evaluation of digital product ordering and fulfillment; administration of The Scripps' Achievers Award program.

Media News Group – Denver, CO 2008 to 2010
Director of Multi-media Sales, Real Estate

Developed and lead the strategic and tactical cross-platform efforts in the Real Estate vertical for all 54 properties. Oversaw $21,000,000 in revenue in print, on-line and emerging technological platforms. Active in line sales efforts and training. Responsible for all analysis of both planning and results from market and partner efforts; provided on-going market overviews property by property; developed sales tools and materials for the properties and customized programs market by market.

Accomplishments included:

- Improvement in the properties sales, resulting in a consistent top 4 revenue placement among all Consortium members;
- Supported and guided the California Newspaper Partners in developing 2010 strategies for all their properties;
- Rolled out the mobile platform and efforts in nearly a dozen properties that will result in over $500,000 in new revenue in fiscal 2010/2011.

DIGITAL MEDIA COMMUNICATIONS, INC. – Denver, CO 2007 to 2008
VP of Sales, Mountain Region

Provider of on-line video products to newspapers and directory publishers. Grew the client list by 20% in 12 months. Worked with clients in the Western US and Canada that included McClatchy, Lee, CanWest, Belo, Media News Group and Hearst.New clients and market share growth came from: Freedom Communications, Inc., Journal Communications (Milwaukee Journal Sentinel), The Star Tribune Company and Landmark Communications' Dominion Enterprises.

4

THE COLORADO SPRINGS GAZETTE 2004 to 2007
Freedom Communications
VP of Sales and Marketing

Directed a staff of 96 sales associates and 16 marketing associates to support a $60 million revenue operation. In the Marketing area, I established a high level of commitment to research data and its use to grow market share. This included: formal research efforts; a new media kit; introduction of presentation tools; and programs that identify new business opportunities within the market and focus sales/marketing support toward acquiring new clients.

Accomplishments included:

- Established a partnership with CareerBuilder, the first in Freedom Communications, which produced an incremental $1.2 million in the first year;
- Directed the launch of Your Hub, a user generated community (zoned) publication and on-line channel that had 260,000 page views monthly within 90 days and was on plan (both the P&L and site metrics);
- Grew on-line revenue from 3% share of revenue to over 6% for a +280% increase in on-line revenue;
- Expanded a custom direct mail operation that doubled revenue in 1 year;
- Grew Local revenue approximately +10% in a two-year period;
- Grew market share by 2 percentage points in 2005;
- Reduced expenses by $400,000 by bringing in-house the TMC product;
- Developing an employment TMC publication that brought in $1,000,000 incremental revenue and took that business unit into the black its first year of operation;
- Established a formal training program for new hires and an on-boarding process to improve retention;
- Directed stronger sales efforts for niche and focus publications that helped grow market share;
- Introduced technology into the workplace that produced both cost savings and revenue, including Virtual Ad Taker, MSG-CP-ADs/MMS, Classified self-serve;
- Directed a sales effort that resulted in $500,000 for the newspaper's new, redesigned TV Book;
- Assumed responsibility for supporting all Circulation marketing in 2005 including acquisition and retention efforts.

THE AUGUSTA CHRONICLE 2002 to 2004
Morris Communications
Director of Sales and Marketing

Directed a staff of 40 with revenue of $30 million. The focus for success was in reorganizing the talent to grow local sales in print and on-line, maximizing opportunities with niche publications and KPIs.

Accomplishments included:

- On-line sales grew +50% year over year in 2004;
- Niche publications averaged 30% ahead of 2003;
- Local revenue increased 20% in the first year;
- Directed first market study in five years and co-chaired the 2004 Strategic Planning Group.

INFINET – Norfolk, VA 1999 to 2001
Gannett
Vice President Business Development

An internet access and service provider that helped newspapers on-line in the early development of their local digital products and services, I was responsible for building and developing a sales and marketing division with focus on non-owner publishing properties and brand awareness. Revenue from non-owner clients doubled in two-year period. Acquired top 10 media clients including Tribune Company (Chicago Tribune, LA Times), Cox Newspapers (Atlanta Journal Constitution), Chicago Sun Times and Freedom Communications.

Landmark Communications, Inc. – Norfolk, VA 1996 to 1999

THE FLAGSHIP
General Manager

Operating responsibility for the official Navy military newspaper in the region and the largest in the United States, with a $1.6 million revenue base and an operating budget of $1.3 million. Through the first half of 1999 outperformed operating budget by 67% and increased revenue by 18% over the prior year. Led a staff of two managers, commission only account executives, and four operational/production staff.

PORTFOLIO WEEKLY
Advertising Director

Responsible for display and classified advertising for Hampton Roads' leading weekly alternative publication. Annual revenue base of $1.3 million. Managed a staff of six display account executives and three telemarketing representatives. Increased display revenue 27% and classified revenues by 53% in this time period. Increased advertiser mix and ad count by 50%. Implemented a team-based approach for sales and the creative support staff.

MIAMI HERALD PUBLISHING COMPANY – Miami, FL 1974 to 1987,
Knight Ridder 1988 to 1995
Assistant Display Director, Retail Advertising

Responsible for small-to-medium size accounts with revenue of $30 million annually. Staff of four sales managers and 47 sales associates, including a commission-only sales staff. Focused on training, customer relationships and new business development. During this period, implemented commission-only sales staff that resulted in $5 million in new business in 18-month period.

Other areas of responsibilities during my tenure at MHPC included: Regional Sales Manager, Broward County; Assistant Classified Manager, Inside and Outside sales; Major Accounts Manager, Financial, Shopping Centers, Amusements and Advertising Agencies; Executive Assistant, VP of Marketing and Advertising

EDUCATION: Business Administration, Marketing Major
Florida International University

TOWN OF BAY HARBOR ISLANDS

APPLICATION FOR BOARD AND COMMITTEE APPOINTMENTS

Please completely fill out & return this application to the Town Clerk's Office for processing
Town of Bay Harbor Islands
1030 95th Street, Trailer 2
Bay Harbor Islands, FL 33154
(305)-866-6241

Your service to our Town is earnestly solicited

Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the Town of Bay Harbor Islands. Residents are cordially invited to apply for appointment by the Town Council to a Town Board/Committee. Application must be completely filled out with a cover letter and/or resume. Please check Board/Committees for which you wish to be considered:

☐ Design Review Board ☒ Parks & Recreation Committee ☐ Charter & Ordinance Committee ☐ Sustainability & Resiliency

Application is for: ☐ New Appointment ☐ Re-submission ☐ If you currently serve on a Board, please state which Board:

** Per Section 112.317 Florida Statutes, members of some Board/Committees are required to file a Financial Disclosure Report.*

Please type or print information

PERSONAL:

Name: Christina Gunther-Telesco E-Mail: christinatelesco@gmail.com Residency Years: 20 years & more

Residential Address 10180 W bay harbor dr 3A Bay Harbor Islands, FL Zip Code: 33154

Telephone number: 7866639175 Cell number: Business number: 7866639175

EDUCATION:

High School: Holy Angels Academy Location: Miami Shores

College: Barry University Location: Miami Shores

Year Completed: 2025 Degree: BA Professional Studies Major: Human Resources / Psy

Other professional or technical training (Name of School, course name, etc.) Florida Real Estate License (Active)

EMPLOYMENT:

Please provide your current/previous employment (attach a copy of a cover letter and/or resume)

Current/ Previous Employer: Simplex 3D

Address: Herzliya, Israel

Title: Sales Manager Years of Service: 2025

If you are applying for the **Design Review Board**, please check one of the following professions. Florida- licensed broker or real estate

Other profession:

OTHER QUALIFICATIONS:

Briefly describe any specific expertise and/or abilities that would pertain to your service on a Town Board/Committee:

Current resident of 26 years, The Telesco family has served this community, owned land (1111), we've owned homes and condos on both sides of our dual islands, This is my home and I want to make sure my son can ride his bike safely, which is NOT happening. I have worked with some of the Biggest

Enter any specific expertise and/ or abilities.

KEY SKILLS • Developing and maintaining strong relationships with VIP clients • Droving Brand Adv

ACKNOWLEDGMENT (Check Below:)

- [x] **I understand that in accordance with the Florida Sunshine Law, this information will be available for public review, and I waive any objections to such publication.**
- [x] **I understand that appointment to any of the positions indicated above is a voluntary service.**
- [x] **If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the Town, County, and State of Florida, particularly those pertaining to the conduct of public office and the financial disclosure requirements, if applicable, to my position.**
- [x] **I understand, if appointed, an updated application must be submitted to seek appointment to another board and committee.**
- [x] **I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.**
- [x] **I understand that I may sit on only one Council appointed board.**

Board/Committee Members are required to file a financial disclosure statement each year.

Christina Telesco-Gunther — **Signature of Applicant**

02/13/25 — **Date**

OFFICE USE ONLY

If the applicant is reapplying, provide their attendance.

Present:

Years served:

Absent:

The Council member nominating the applicant:

- [ ] Mayor Joshua D. Fuller
- [ ] Vice Mayor Isaac Salver
- [ ] Council Member Stephanie Bruder
- [ ] Council Member Molly Diallo
- [ ] Council Member Teri D'Amico
- [ ] Council Member Eric Rappaport
- [ ] Council Member Robert H. Yaffe

Elected:

- [ ] SEAT 1
- [ ] SEAT 2 (1 YEAR)
- [ ] SEAT 3
- [ ] SEAT 4 (1 YEAR)
- [ ] SEAT 5
- [ ] SEAT 6 (1 YEAR)
- [ ] SEAT 7

Christina (Telesco) Gunther

786-663-9175 | christinatelesco@gmail.com | linkedin.com/in/chistina-gunther/

BUSINESS DEVELOPMENT AND SALES PROFESSIONAL

Business Development | Account & Territory Management | Product Launch | Brand Ambassador | Market Penetration | Professional Presentations | Strategic Partnerships | Leadership | B2B/B2C | SaaS | Hospitality | Luxury Services | Real Estate | PropTech | IaaS | Construction | Salesforce

HIGHLIGHTS

- 15+ years in Business Development and Sales across Multiple Industries with High-Net-Worth Individuals
- Global Brands Ambassador, Launching Products, Introducing Services, and Creating Brand Experiences
- Ranked 4th in Nation in Year 1 and selected to represent Brand at conferences introducing Crexi Intelligence
- Created and maintained partnerships with Luxury Brand Vendors and Key Decision Makers throughout Miami
- Managed >150 International Flights and Full Itineraries for International Investors visiting MiamiWorld Center
- Managed 2–3-day Event Creation, Point of Contact, Liaison for CEO and Clients, Vendors, etc.
- Hospitality Professionals for custom design and cater of dinner party's corporate meetings
- SaaS and Protech Sales with a solid Track Record in boosting Revenue and exceeding Sales Goals
- Entered New Market and exceeding Ramp Goals 3 months simultaneously ~15 – 20 New Accounts monthly
- Broke into an impenetrable territory (Long Island & Queens) with Tier 1 Commercial Brokerages
- Lead collaborator between software developer and end-users to craft product/perform market research
- Business Travel Consultant for VP Clientele for Comprehensive Services (car, air, and hotel)
- Territorial expansion of 3 counties in SE Florida: Miami Dade County, Palm Beach Count and Broward County
- Grew client base 30 to 80 within 5 months through referrals, targeted marketing, and cold calling

KEY SKILLS

- Developing and maintaining strong relationships with VIP clients in assisting with lifestyle needs and requests
- Droving Brand Advocacy and Engagement by building and maintaining relationships with Key Stake Holders
- Building strong Client Relationships, breaking into New Markets, and Closing, through Strategic Tech Solutions
- Managing Complex Sales, making Compelling Presentations, leveraging Industry Insights to stay ahead of Competition
- Working with Marketing, Product, and Customer Success teams to create high Customer Satisfaction and Retention
- Conducting user/market research to shape product positioning, marketing, and identify key opportunities
- Business development and evaluating opportunities for partnerships and alignment
- Social media and targeted marketing/networking
- Territory Expansion through securing and optimizing new revenue streams and opportunities
- Providing creative solutions to clients with proven record of delivering revenue growth and cost savings
- Business Development through securing new business prospecting accounts
- Salesforce Outreach | Slack | Tableau | Outlook | Bamboo | DocuSign
- Microsoft Office Suite – Word, Excel, PowerPoint, Outlook,

EDUCATION

- Barry University | Bachelor of Science | Psychology | Minor Human Resource Management

EXPERIENCE

- Account Executive | EV Passport | Miami, FL — 2024 – Present
- Sr. Account Executive - Enterprise (SaaS) Sales | CREXI, | Miami, FL — 2021 – 2024
- Director of Corporate Events & Travel | RCP Holdings/Commercial RE Development| FL — 2018 – 2021
- Regional Account Manager, Southeast | Luxury Attaché | Miami, FL — 2015 – 2018
- Business Development Manager IT | Asendo Resources Recruiting | Miami, FL — 2013 – 2015
- Luxury Rentals Miami Beach | Sales Executive | Miami, FL — 2011 – 2013

Good morning:

There wasn't a formal board/committee application 18 months ago. You submitted a resume. The town council subsequently amended the regulations in September 2024. A mandatory application was implemented in the new requirements, along with submittal of proof of residency, resume and/or a cover letter, and evidence of professional licenses/certifications) for DRB Board Members.

Please provide proof of residency.

Thanks

Sincerely,

Yvonne P. Hamilton, CMC
Town Clerk
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154
Telephone (305) 866-6241, Extension 112
Email: yhamilton@bayharborislands-fl.gov

From: Christina Gunther <christinatelesco@gmail.com>
Sent: Thursday, February 20, 2025 9:18 PM
To: Yvonne Hamilton <yhamilton@bayharborislands-fl.gov>
Cc: Frieda Kahn <frieda@ftkadvisory.com>; vonhauswirth@gmail.com; Chuck Q <pismochuck@gmail.com>; Sasha Haman <ahaman1@hotmail.com>; katelyn vanblargan <katelynvb@gmail.com>; Jay Pritchett <pritchett.jay@gmail.com>; annamochkarova@gmail.com; Moshe Greenwald <Moshe@bmygroup.com>; Linda Zilber <lindazilber@yahoo.com>; selanikiolaw@gmail.com; Aaron Gold <gold.aaronj@gmail.com>
Subject: Re: Appointments to the Parks & Recreation and Design Review Board

Good Evening, Yvonne

FINAL BOARD COMMITTEE APPLICATION

Thank you for allowing me to reapply. I sent the first application about 18+ months ago, and I'm excited that we are finally here, making some big community decisions.

Something special I can bring to this role is, fun. Monthly events, dances, fundraisers, weekly babysitting services Fri & Sat nights for residents, and most of all, making the MOST of what we already have, and squeezing spaces around the Island for enjoyment. For instance, a few beautiful hammocks, benches along the seawall circling the Island 5-10, and a few small tables for tea or reading, Meditation Mounds, like a floating platform over the water I could provide a link if asked. These are LOW COST, BING IMPACT upgrades that people will Instagram if we make it cute enough and include the BHI logo.

and so on...

Respectfully,
Christina

On Thu, Feb 20, 2025 at 7:34 PM Christina Gunther <christinatelesco@gmail.com> wrote:

> Respectfully,
>
> Christina L. Gunther
> Christinatelesco@gmail.com
> Christina.telesco@yahoo.com
> (786) 663-9175

On Thu, Feb 20, 2025 at 4:37 PM Yvonne Hamilton <yhamilton@bayharborislands-fl.gov> wrote:

> Good afternoon:
>
> The Town Council will be considering applications for appointment to the Parks & Recreation Committee and Design Review Board. You previously submitted your resume. If you are still interested in being considered, you must complete the attached mandatory board/committee application and provide any other required document as stated in the attachments. Please call me at (305) 588-1209 if you have any questions.
>
> The deadline to submit this information is tomorrow by 5:00 p.m.
>
> Thank you
>
> Sincerely,
>
> Yvonne P. Hamilton, CMC
> Town Clerk
> Town of Bay Harbor Islands
> 1030 95th Street

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPOINTING TWO MEMBERS TO THE PARKS & RECREATION COMMITTEE; AND APPOINTING TWO NEW ALTERNATE MEMBERS TO THE PARKS AND RECREATION COMMITTEE; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2.11 of the Charter of the Town of Bay Harbor Islands authorizes the Town Council to establish any committee it deems necessary from time to time; and

WHEREAS, on September 12, 2024, the Town Council adopted Ordinance No. 1105 enacting Section 15-2 of the Town Code entitled Parks & Recreation Committee to create a parks and recreation committee consist of five (5) members and two (2) alternates appointed for two-year terms by the Town Council (the "Parks and Recreation Committee"); and

WHEREAS, pursuant to Section 15-2(d) of the Town Code of Ordinances, the town clerk shall issue a public notice regarding any vacancies on the Parks and Recreation Committee, and in the event a Parks and Recreation Committee member resigns, the vacancy shall be filled by one of the alternates to complete the remaining term; and

WHEREAS, on February 10, 2026, parks and recreation committee members, Amarilys Gott, and Thomas von Hauswirth resigned from the Parks and Recreation Committee; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands desires to fill the current Parks and Recreation Committee vacancies with two of the current alternate members, Christine Gunther Telesco or Susan Kelly Gilber, and appoint two new alternate members to fill the vacated positions of the alternate members.

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. Appointment of Members. The Town Council hereby appoints alternate members, Christine Gunther Telesco or Susan Kelly Gilber to the Parks & Recreation Committee.

Section 3. Appointment of New Alternate Member. The Town Council hereby appoints _____ as an alternate members to the Parks & Recreation Committee.

Section 4. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this __th day of March 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 _____

By: _____
Isaac Salver
Mayor

ATTEST:

_____
Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM:

_____

McCarter English, LLP
Interim Town Attorney
By: Tania Cruz-Gimenez, Esq.

ITEM 2

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:	Sam Zamacona, E.I.	Capital Improvement Projects Director
DATE:	March 11, 2025	
SUBJECT:	Additional Design Alternatives for 3-Dimension Printing of modules associated with the Artificial Reefs at Causeway Island and the Bay Harbor Waterway	

RECOMMENDATION

Discuss and possibly select additional design alternatives for 3-Dimension printing of the artificial reef modules.

OBJECTIVE

To select additional designs for the 3 D printed modules for use in the two artificial reefs.

BACKGROUND

At the August 13th, 2025 regular council meeting, Council selected two design options for the 3-D print modules, and they were Jumbo Seashells (Clams) and Fish Caves. These designs are shown in the attachment as design options # 4 and # 7.

At the meeting, Council expressed a desire to review additional design options and this agenda item presents five additional design options for consideration.

A total of 25 prefabricated modules will be utilized to create the two reefs: the reef on Causeway Island will use 20 modules and the one in the Bay Harbor Waterway canal on the northern side of the Bay Harbor Waterway Bridge, will use 5. The prefabricated modules will be created by kind Designs using 3 D printing, and five additional options for creating these modules are presented in the attachment.

DISCUSSION

The additional alternatives for creating artificial reef modules by 3D printing are as follows: Brain Corals (# 8), Lettuce Reefs (# 9), Barrel Sponge Reefs (#10), Honeycomb Wall (#11), and Tubewarm Colony (# 12).

The selection of any alternative is entirely based on aesthetics as any of the options is generally expected to meet the project objectives.

The only exception is to avoid any modules that may protrude out of the water during low tide or that may otherwise cause bodily injury to divers.

FINANCIAL ANAYSIS

None

ATTACHMENTS

Design Alternatives for 3 D Printing

KIND DESIGNS

3D-Printed Reef Design Proposal

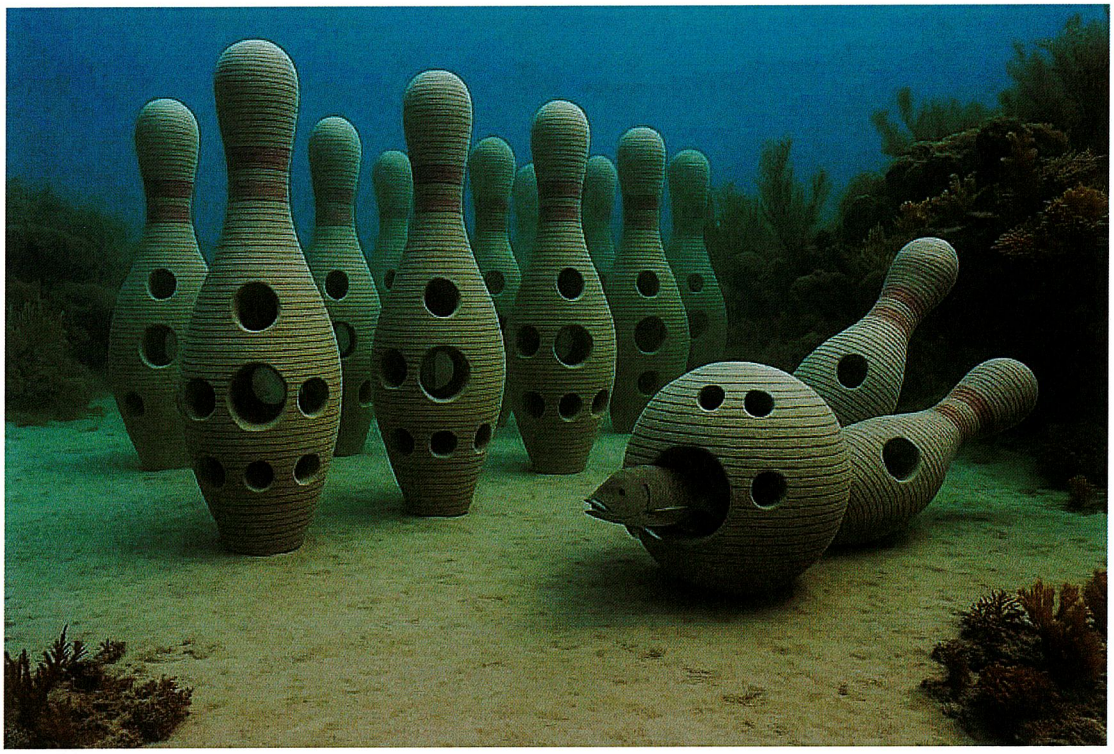
NEW DESIGN OPTIONS #S 8, 9, 11, AND 12 ARE ADDED TO THE DESIGN OPTIONS THAT WERE ORIGINALLY PRESENTED AT THE AUGUST 13 2025 REGULAR COUNCIL MEETING, FOR CONSIDERATION AND POSSIBLE SELECTION.

THE TWO OPTIONS THAT WERE SELECTED AT THE AUGUST 132025 MEETING (JUMBO CLAMS # 4 & FISH CAVES # 7) ARE MARKED APPROVED IN THIS EXHIBIT.

THE DSEIGN OPTIONS THAT WERE REJECTED AT THE AUGUST MEETING ARE

MARKED ACCORDINGLY.

DESIGN #1: SUPERSIZED BOWLING



Design Details:
25 Total Elements (Bowling Pins & Balls)
Each element will have an individual base
All holes will be less than 8 inches in diameter
Minimum weight of each elemnet = 1,500lbs
Approximate Height: 4-5' for Bowling Pins, 2.5' for Balls.

REJECTED AT AUGUST 13 2025 REGULAR COUNCIL MEETING

DESIGN #3: SNOWMAN FAMILY



Design Details:
25 Total Snowmen (min. 5 unique designs)
All holes will be less than 8 inches in diameter
Minimum weight of each snowman = 2,000lbs
Approximate Height: 3-5'

REJECTED AT AUGUST 13 2025 REGULAR COUNCIL MEETING

DESIGN #3: POLAR BEARS





Design Details:
25 Total Bears (min. 5 unique designs)
All holes will be less than 8 inches in diameter
Minimum weight of each bear = 2,500lbs
Approximate Height: 3-5'

REJECTED AT AUGUST 13 2025 REGULAR COUNCIL MEETING

DESIGN #4: JUMBO SEASHELLS



APPROVED AT AUGUST 13 2025 REGULAR COUNCIL MEETING

Design Details:
25 Total Seashells (min. 5 unique designs)
All holes will be less than 8 inches in diameter
Minimum weight of each shell = 2,500lbs
Variying Height to create dimension: Ranging from 3' to 5'

DESIGN #5: FLOWER POWER



Design Details:
25 Total Flower (min. 5 unique designs)
All holes will be less than 8 inches in diameter
Minimum weight of each flower = 2,500lbs
Varying Height to create dimension: Ranging from 3′ to 5′

REJECTED AT AUGUST 13 2025 REGULAR COUNCIL MEETING

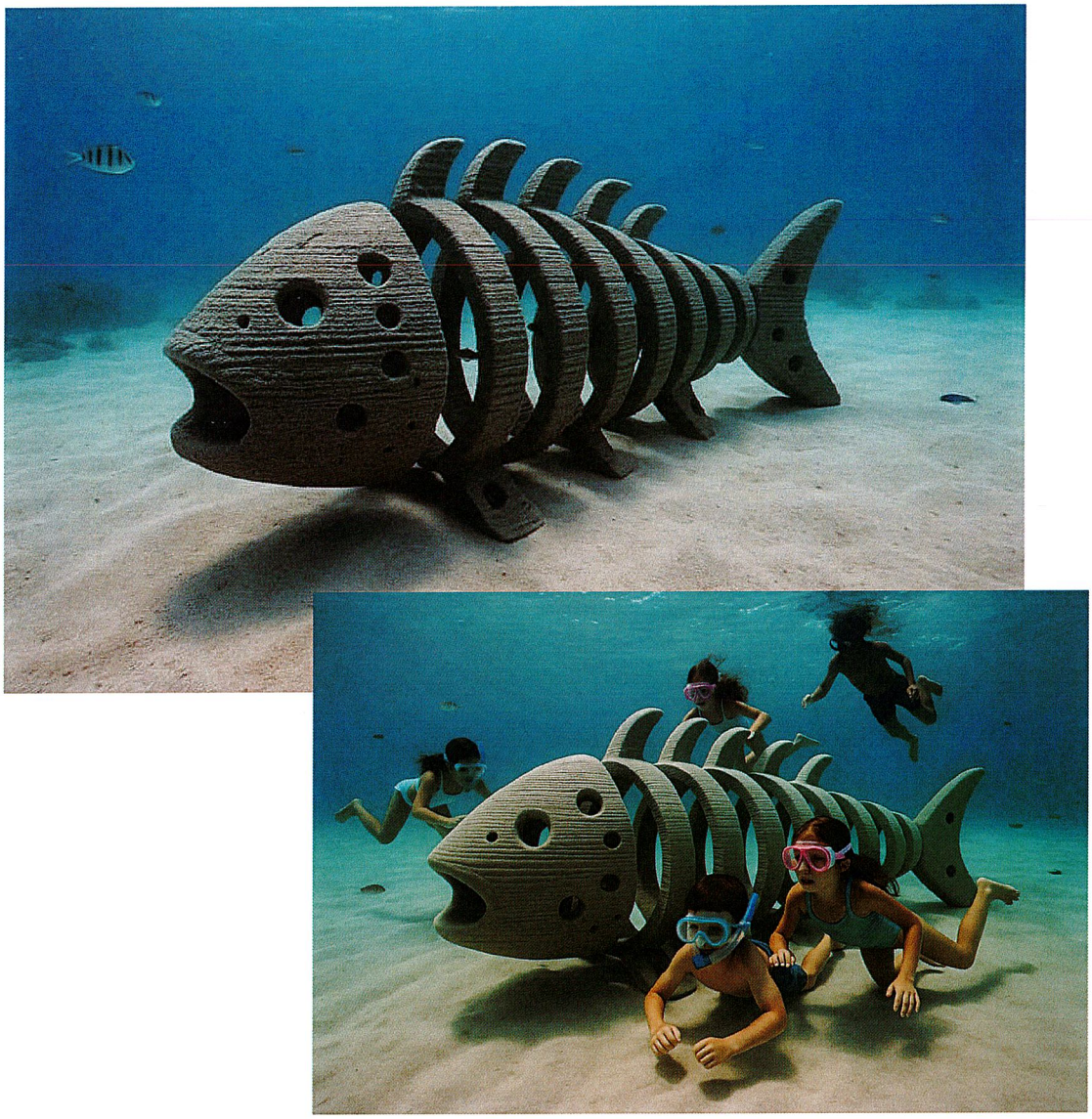
DESIGN #6: SAND CASTLES



Design Details:
25 Total Castles (min. 5 unique designs)
All holes will be less than 8 inches in diameter
Minimum weight of each castle = 2,500lbs
Varying Height to create dimension: Ranging from 3′ to 5′

REJECTED AT AUGUST 13 2025 REGULAR COUNCIL MEETING

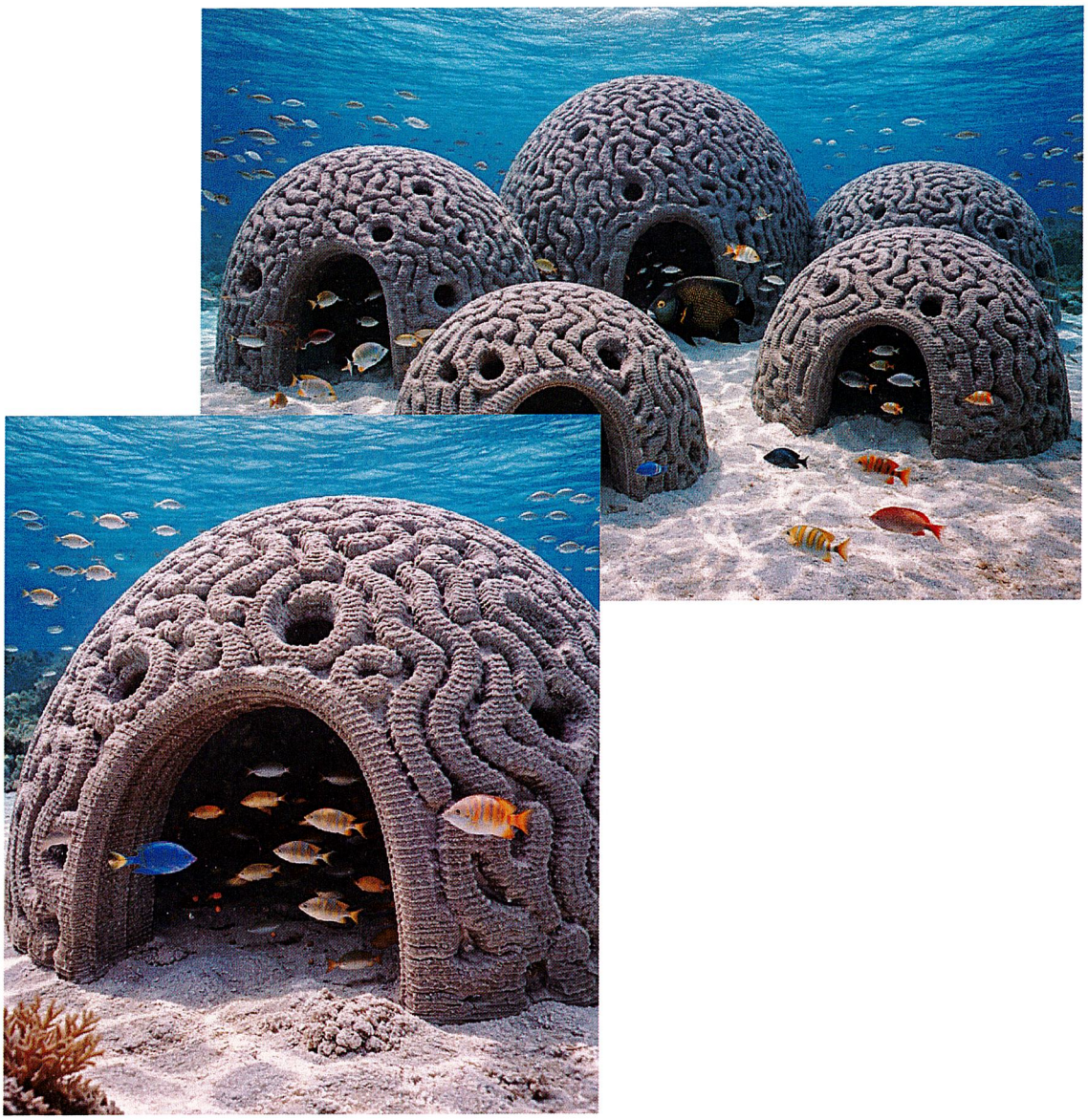
DESIGN #7: FISH CAVES



Design Details:
25 Total Fish (min. 3 unique designs)
All holes will be less than 8 inches in diameter
Minimum weight of each fish = 2,500lbs
Varying Height to create dimension: Ranging from 3′ to 5′

APPROVED AT AUGUST 13 2025 REGULAR COUNCIL MEETING

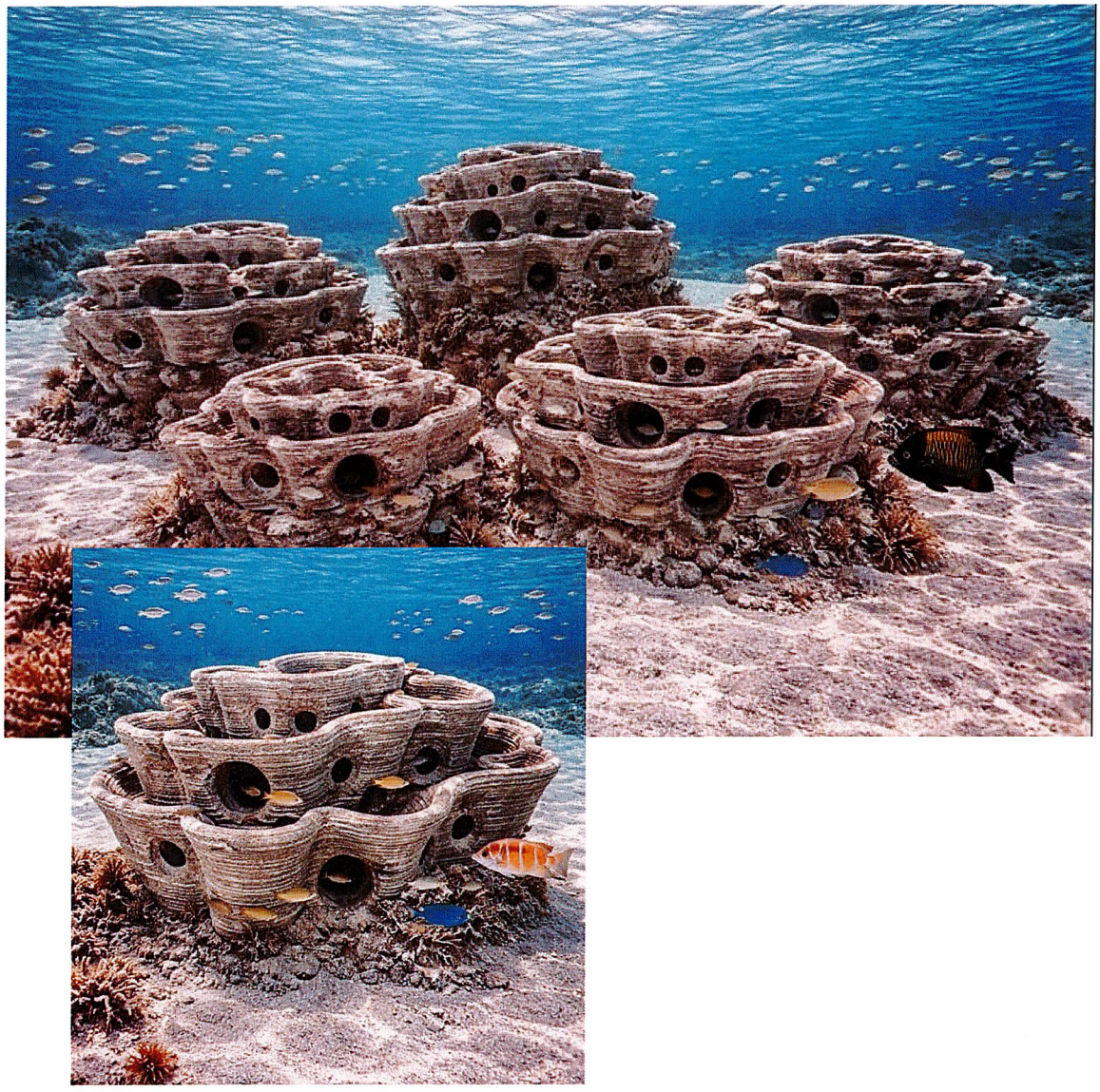
DESIGN #8: BRAIN CORALS



Design Details:
25 Total brain coral modules (min. 3 unique designs)
All holes will be less than 8 inches in diameter
Minimum weight of each unit = 2,500lbs
Varying Height to create dimension: Ranging from 3′ to 5′

NEW DESIGN OPTION FOR CONSIDERATION AND POSSIBLE SELECTION

DESIGN #9: LETTUCE REEFS



Design Details:
25 Total lettuce reef modules (min. 3 unique designs)
All holes will be less than 8 inches in diameter
Minimum weight of each unit = 2,500lbs
Varying Height to create dimension: Ranging from 3′ to 5′

NEW DESIGN OPTION FOR CONSIDERATION AND POSSIBLE SELECTION

DESIGN #10: BARREL SPONGE REEFS

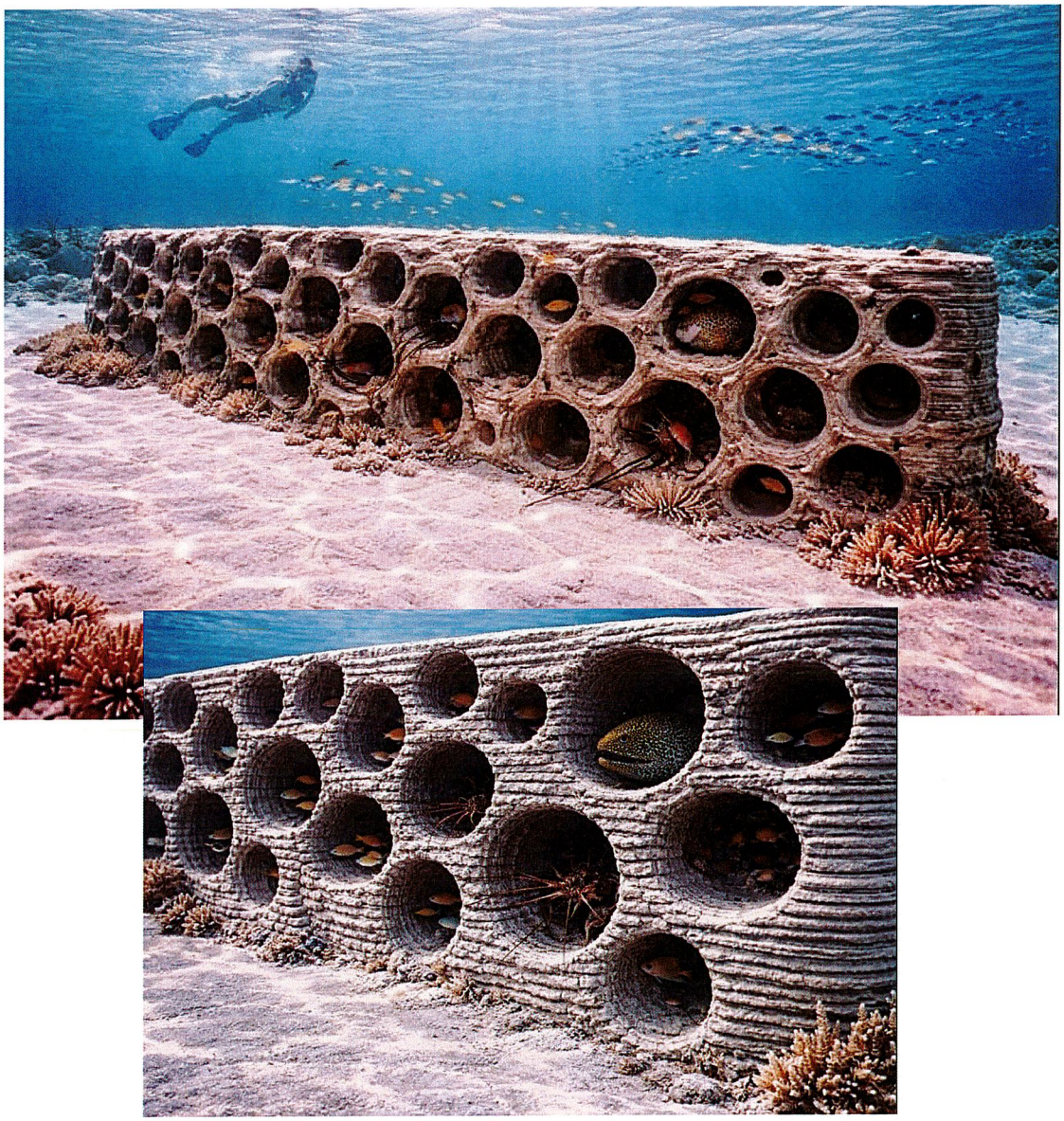




Design Details:
25 Total sponge modules (min. 3 unique designs)
All holes will be less than 8 inches in diameter
Minimum weight of each unit = 2,500lbs
Varying Height to create dimension: Ranging from 3′ to 5′

NEW DESIGN OPTION FOR CONSIDERATION AND POSSIBLE SELECTION

DESIGN #11: HONEYCOMB WALL



Design Details:
5-25 Total modules, customizable dimensions (straight or curved)
All holes will be less than 8 inches in diameter
Minimum weight of each unit = 2,500lbs
Varying Height to create dimension: Ranging from 3′ to 5′

NEW DESIGN OPTION FOR CONSIDERATION AND POSSIBLE SELECTION

DESIGN #12: TUBEWARM COLONY





Design Details:
5-10 Total modules, customizable dimensions
All holes will be less than 8 inches in diameter
Minimum weight of each unit = 2,500lbs
Varying Height to create dimension: Ranging from 3′ to 5′

NEW DESIGN OPTION FOR CONSIDERATION AND POSSIBLE SELECTION

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING ADDITIONAL DESIGN ALTERNATIVES FOR THE THREE-DIMENSIONAL PRINTING OF MODULES ASSOCIATED WITH THE ARTIFICIAL REEFS AT CAUSEWAY ISLAND AND THE BAY HARBOR WATERWAY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands ("Town") has undertaken initiatives to enhance and protect local marine habitats through the installation of artificial reef structures at Causeway Island and within the Bay Harbor Waterway; and

WHEREAS, the use of three-dimensional printing technology to fabricate reef modules provides an innovative and environmentally sustainable method to support marine life, improve habitat diversity, and enhance ecological resilience within the Town's waterways; and

WHEREAS, Town staff has evaluated additional design alternatives for the three-dimensional printing of reef modules to improve functionality, durability, and ecological performance of the artificial reef installations; and

WHEREAS, the Town Council finds that reviewing and approving additional design alternatives will assist the Town in advancing the artificial reef program and improving environmental conditions within the Bay Harbor waterways.

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

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

Section 2 Approval of Design Alternatives. The Town Council hereby approves the additional design alternatives for the three-dimensional printing of modules associated with the artificial reefs at Causeway Island and the Bay Harbor Waterway.

Section 3 Implementation. The Town Manager is authorized to take any actions necessary to implement the provisions of this Resolution and to coordinate with applicable consultants, contractors, and regulatory agencies regarding the design and installation of the artificial reef modules.

Section 4 Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution.

Section 5 Conflicts. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 6 Effective Date. This Resolution shall take effect upon its passage and adoption

PASSED and ADOPTED this 12th day of March, 2026.

Motion By: _____

Second By: _____

FINAL ADOPTION VOTE:

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:

_____
MCCARTER ENGLISH, LLP
INTERIM TOWN ATTORNEYS
BY: Tania Cruz-Gimenez, Esq.