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# VILLAGE OF KEY BISCAINE

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*Village Council*

Michael W. Davey, Mayor

Brett G. Moss, Vice Mayor

Franklin H. Caplan

Luis Lauredo

Edward London

Allison McCormick

Ignacio J. Segurola

## REGULAR COUNCIL MEETING

TUESDAY, JULY 26, 2022

6:00 PM

**1. CALL TO ORDER/ROLL CALL OF MEMBERS**

**2. PLEDGE OF ALLEGIANCE**

**3. INVOCATION**

REVEREND FELIPE ASSIS

KEY BISCAINE PRESBYTERIAN CHURCH

**4. BRIEF COMMENTS BY COUNCIL**

**5. PUBLIC COMMENTS:**

There is a (3) minute time limit for each speaker during public comments. Your cooperation is appreciated in observing the (3) minute rule. If you have a matter you would like to discuss during public comments, a request form is available at the entrance of the Council Chamber, please fill-it in and return it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium. Or if you are joining the meeting remotely, please dial any of the following Zoom numbers, US: +1 (312) 626-6799 or +1 (929) 205-6099 or +1 (301) 715-8592, and enter the Zoom Meeting ID: 231 627 8415, followed by #. There is no participant ID. Press # again. Please press \*9 to "raise your hand" which places you in a queue to speak. You will be called upon by the last three digits of your telephone number when it is your turn to speak. When called upon, please press \*6 to unmute yourself. PLEASE STATE YOUR NAME, ADDRESS, IF YOU ARE A HIRED CONSULTANT OR VILLAGE EMPLOYEE AND/OR IF ENGAGED IN LOBBYING ACTIVITIES AND/OR REPRESENTING AN ORGANIZATION FOR THE RECORD.

**6. AGENDA:**

APPROVAL/DEFERRALS/ADDITIONS/DELETIONS/SUBSTITUTIONS/WITHDRAWALS

**7. SPECIAL PRESENTATIONS:**

7.A. PRESENTATION: STATUS OF THE STRATEGIC VISION BOARD PLAN

**8. CONSENT AGENDA:**

(Consent agenda items are those which are routine, do not require discussion or explanation prior to Village 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 on an individual Councilmember for independent consideration provided such request is made during the approval/deferrals/additions/deletions/substitutions/withdrawals segment of the meeting, prior to the vote on the consent agenda.)

8.A. MAY 10, 2022 MINUTES  
(REGULAR COUNCIL MEETING)

[TAB 1](#)

8.B. JUNE 14, 2022 MINUTES  
(REGULAR COUNCIL MEETING)

[TAB 2](#)

8.C.  
A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **CONFIRMING THE VILLAGE'S ABILITY TO FUND AND SUPPORT THE PERMITTING, DESIGN, CONSTRUCTION, AND MONITORING OF THE VILLAGE'S BEACH RENOURISHMENT PROJECT;** PROVIDING FOR AN EFFECTIVE DATE. (CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

RECOMMENDATION: Approval

[TAB 3](#)

8.D.  
A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING AQUATIC LANDSCAPING DESIGN, INC. FOR PLANTING OF NEW TREES AND RELATED WATERING SERVICES IN AN AMOUNT NOT TO EXCEED \$66,220;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (PUBLIC WORKS DIRECTOR JAKE OZYMAN)

RECOMMENDATION: Approval

[TAB 4](#)



8.E.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING PROFESSIONAL SERVICE AGREEMENTS WITH SOUTHEASTERN ENGINEERING CONTRACTORS, INC., DAVID MANCINI & SONS, INC., AND GPE ENGINEERING & GENERAL CONTRACTOR CORP. FOR MISCELLANEOUS STORMWATER CONSTRUCTION AND REPAIR SERVICES ON AN AS-NEEDED BASIS, USING THE TERMS AND CONDITIONS OF THE CITY OF FORT LAUDERDALE CONTRACT COMPETITIVELY AWARDED PURSUANT TO INVITATION TO BID NO.12504-613; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.** (PUBLIC WORKS DIRECTOR JAKE OZYMAN)

RECOMMENDATION: Approval

TAB 5

**9. ORDINANCES: (NOT LATER THAN 7:30 P.M.)**

- 9.A. AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING CHAPTER 29 "STORMWATER UTILITY SYSTEM," SECTIONS 29-2, ENTITLED "DEFINITIONS," 29-3, ENTITLED "FINDINGS AND DETERMINATIONS" AND 29-4, ENTITLED "STORMWATER UTILITY FEE" OF THE VILLAGE CODE OF ORDINANCES RELATING TO THE VILLAGE'S STORMWATER UTILITY APPORTIONATE METHODOLOGY FOR ALLOCATING STORMWATER UTILITY FEES AND APPEALS OR ADJUSTMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.** (PUBLIC WORKS DIRECTOR JAKE OZYMAN AND CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

RECOMMENDATION: Approval

(SECOND READING)

*(DEFERRED FROM THE JUNE 14, 2022, REGULAR COUNCIL MEETING)*

TAB 6

**10. RESOLUTIONS:**

10.A.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **RELATING TO THE PROVISION OF A STORMWATER MANAGEMENT SYSTEM WITHIN THE VILLAGE; DECLARING THE IMPOSITION OF A STORMWATER UTILITY FEE; ESTABLISHING THE METHOD BY WHICH THE PROPOSED STORMWATER UTILITY FEE SHALL BE CALCULATED; DESIGNATING THE LANDS UPON WHICH THE**

**STORMWATER UTILITY FEE SHALL BE LEVIED; STATING THE ESTIMATED COST OF PROVIDING STORMWATER MANAGEMENT, THE INITIAL RATE AND THE MAXIMUM RATE FOR THE PROVISION OF STORMWATER MANAGEMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED STORMWATER UTILITY FEE AND THE RATES TO BE IMPOSED AND THE METHOD OF THEIR COLLECTION AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. (PUBLIC WORKS DIRECTOR JAKE OZYMAN)**

RECOMMENDATION: Approval

TAB 7

10.B.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING FAMILY CROSSING GUARD, LLC FOR SCHOOL CROSSING GUARD SERVICES IN AN AMOUNT NOT TO EXCEED \$226,195 ANNUALLY;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF OF POLICE FRANK SOUSA)

RECOMMENDATION: Approval

TAB 8

10.C.

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING THE PURCHASE OF POLICE BODY-WORN CAMERA EQUIPMENT, TASERS, DATA STORAGE, AND RELATED MAINTENANCE AND TECHNICAL SERVICES FROM AXON ENTERPRISE, INC. IN AN AMOUNT NOT TO EXCEED \$296,568.64 OVER A FIVE-YEAR PERIOD;** PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE (CHIEF OF POLICE FRANK SOUSA)

RECOMMENDATION: Approval

TAB 9

10.D.

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING THE PURCHASE OF SECURITY CAMERAS FOR VILLAGE FACILITIES FROM ER TECH SYSTEMS INC. D/B/A BROADCAST SYSTEMS IN AN AMOUNT NOT TO EXCEED \$154,107.85;** PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.(CHIEF OF POLICE FRANK SOUSA)

RECOMMENDATION: Approval

TAB 10

10.E.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO AECOM TECHNICAL SERVICES, INC. FOR THE DEVELOPMENT OF A BASIS OF DESIGN REPORT RELATING TO THE K-8 SCHOOL STORMWATER DRAINAGE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$265,480;** AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY AND PUBLIC WORKS DIRECTOR JAKE OZYMAN)

RECOMMENDATION: Approval

TAB 11

10.F.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO AECOM TECHNICAL SERVICES, INC. FOR THE PREPARATION OF A PROBABLE COST EVALUATION REPORT RELATING TO SYSTEM-WIDE STORMWATER DRAINAGE UPGRADES IN AN AMOUNT NOT TO EXCEED \$359,769;** AND PROVIDING FOR AN EFFECTIVE DATE.(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY AND PUBLIC WORKS DIRECTOR JAKE OZYMAN)

RECOMMENDATION: Approval

TAB 12

10.G.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING A CONTINUING PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION FOR PROFESSIONAL ENGINEERING, PROJECT MANAGEMENT, AND RELATED SERVICES FOR THE RESILIENT INFRASTRUCTURE PROGRAM STRATEGY AND INTEGRATED IMPLEMENTATION PLAN AND SUPPORTING PROGRAM MANAGEMENT AND EXECUTION PROJECT;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

RECOMMENDATION: Approval

TAB 13

- 10.H. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BEEFREE, LLC D/B/A FREEBEE TO ADD ONE VEHICLE TO THE VILLAGE'S ON-DEMAND TRANSIT SERVICE FOR THE REMAINDER OF THE CONTRACT TERM IN AN AMOUNT NOT TO EXCEED \$77,000;** AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

RECOMMENDATION: Approval

TAB 14

- 10.I. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA, INC. TO PROVIDE PROFESSIONAL DESIGN AND ENGINEERING SERVICES FOR THE VILLAGE BEACH PARK IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$162,888;** AND PROVIDING FOR AN EFFECTIVE DATE. (PUBLIC WORKS DIRECTOR JAKE OZYMAN)

RECOMMENDATION: Approval

TAB 15

## 11. PUBLIC COMMENTS:

There is a (3) minute time limit for each speaker during public comments. Your cooperation is appreciated in observing the (3) minute rule. If you have a matter you would like to discuss during public comments, a request form is available at the entrance of the Council Chamber, please fill-it in and return it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium. Or if you are joining the meeting remotely, please dial any of the following Zoom numbers, US: +1 (312) 626-6799 or +1 (929) 205-6099 or +1 (301) 715-8592, and enter the Zoom Meeting ID: 231 627 8415, followed by #. There is no participant ID. Press # again. Please press \*9 to "raise your hand" which places you in a queue to speak. You will be called upon by the last three digits of your telephone number when it is your turn to speak. When called upon, please press \*6 to unmute yourself. PLEASE STATE YOUR NAME, ADDRESS, IF YOU ARE A HIRED CONSULTANT OR VILLAGE EMPLOYEE AND/OR IF ENGAGED IN LOBBYING ACTIVITIES AND/OR REPRESENTING AN ORGANIZATION FOR THE RECORD.

## 12. REPORTS AND RECOMENDATIONS:

### A. VILLAGE MANAGER (NOT LATER THAN 8:00 P.M.)

#### MANAGER'S REPORT

TAB 16

## **1.) SAFE AND SECURE VILLAGE**

A. ELECTRIC SCOOTER AND MOTORIZED BIKE SAFETY UPDATE (CHIEF OF POLICE FRANK SOUSA)

## **2.) THRIVING AND VIBRANT LOCAL COMMUNITY AND MARKETPLACE**

NO UPDATES TO REPORT

## **3.) ENGAGING AND ACTIVE PUBLIC SPACES AND PROGRAMS**

A. YOUTH, SENIOR, SPECIAL NEEDS AND ATHLETIC FIELDS PROGRAM UPDATES (PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

## **4.) ACCESSIBLE, CONNECTED AND MOBILE VILLAGE-WIDE TRANSPORTATION**

NO UPDATES TO REPORT

## **5.) RESILIENT AND SUSTAINABLE ENVIRONMENT AND INFRASTRUCTURE**

NO UPDATES TO REPORT

## **6.) EFFECTIVE AND EFFICIENT GOVERNMENT SERVICES**

A. QUARTERLY FINANCIAL UPDATE (CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

B. A MOTION DETERMINING THE PROPOSED MILLAGE RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS (CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

C. CIP PROJECT UPDATES (CAPITAL IMPROVEMENT PROGRAM AND GRANTS MANAGER COLLEEN BLANK)

## **B. MAYOR AND COUNCILMEMBERS**

A. MIAMI-DADE COUNTY'S RECENT TRAFFIC CHANGES ON RICKENBACKER CAUSEWAY (VICE MAYOR MOSS)

**C. VILLAGE ATTORNEY**

**D. VILLAGE CLERK**

A. COUNCIL MEETING DATE CHANGES

B. PUBLIC RECORDS AND ACCESS: PUBLIC RECORDS REQUEST POLICY

TAB 17

**13. OTHER BUSINESS/GENERAL DISCUSSION**

**14. SCHEDULE OF FUTURE MEETINGS/EVENTS:**

A. QUALIFYING PERIOD FOR THE OFFICE OF VILLAGE COUNCIL  
FROM 12:00 P.M. NOON ON MONDAY, AUGUST 15, 2022, AND NO  
LATER THAN 12:00 P.M. NOON ON THURSDAY, AUGUST 25, 2022,  
OFFICE OF THE VILLAGE CLERK

B. PRIMARY ELECTION  
TUESDAY, AUGUST 23, 2022, 7:00 A.M. TO 7:00 P.M.,  
KEY BISCAYNE COMMUNITY CENTER

C. REGULAR COUNCIL MEETING  
TUESDAY, AUGUST 23, 2022, 6:00 P.M., COUNCIL CHAMBER

D. FIRST BUDGET HEARING  
TUESDAY, SEPTEMBER 6, 2022, 6:00 P.M., COUNCIL CHAMBER

**15. ADJOURNMENT**

I. ANY PERSON WISHING TO ADDRESS THE VILLAGE COUNCIL ON AN ITEM ON THIS AGENDA IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. PRIOR TO MAKING A STATEMENT, PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

II. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS PROCEEDING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK, 88 WEST MCINTYRE STREET, KEY BISCAYNE, FLORIDA 33149, TELEPHONE NUMBER (305) 365-5506, NOT LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH PROCEEDINGS.

III. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE

COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, 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 (F.S.286.0105).

IV. IN ACCORDANCE WITH VILLAGE CODE SECTION 2-161, ADOPTING SECTION 2-11.1(s) OF THE MIAMI-DADE COUNTY CODE, ANY PERSON ENGAGING IN LOBBYING ACTIVITIES, AS DEFINED THEREIN, MUST REGISTER AT THE VILLAGE CLERK'S OFFICE BEFORE ADDRESSING THE COUNCIL ON THE ABOVE MATTERS OR ENGAGING IN LOBBYING ACTIVITIES.

**THE ABOVE MEETINGS ARE HELD IN THE COUNCIL CHAMBER, 560 CRANDON BOULEVARD AND ARE SUBJECT TO CHANGE. ZONING MEETINGS AND SPECIAL COUNCIL MEETINGS WILL BE SCHEDULED ON AN AS NEEDED BASIS. PLEASE VISIT [www.keybiscayne.fl.gov](http://www.keybiscayne.fl.gov) TO VIEW THE MEETING SCHEDULE.**

MINUTES

REGULAR COUNCIL MEETING  
KEY BISCAVNE, FLORIDA

TUESDAY, MAY 10, 2022

COUNCIL CHAMBER  
560 CRANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:03 p.m. Present were Councilmembers Franklin H. Caplan, Luis Lauredo, Edward London, Allison McCormick, Ignacio Seguro, Vice Mayor Brett G. Moss and Mayor Michael W. Davey. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch and Village Attorney Chad Friedman.
2. **PLEDGE OF ALLEGIANCE:** Mayor Davey led the Pledge of Allegiance.
3. **INVOCATION:** Youth Pastor Tony Goudie with Key Biscayne Community Church gave an invocation.
4. **BRIEF COMMENTS BY COUNCIL:** Mayor Davey addressed the public thanking Fire Rescue Chief Eric Lang and the fire department staff for organizing the memorial service held this past weekend for longtime resident and former firefighter Ron Erbel.

At this time Mayor Davey and the Council recognized the service of Village employees IT Administrator Peter Kulpa and GIS Specialist Kat Kulpa who are moving out of state.

5. **PUBLIC COMMENTS:** The following residents addressed the Council: Ana Maria Mandojana, 77 Crandon Boulevard; Fausto Gomez, 765 Crandon Boulevard; Cecile Sanchez, 260 Cypress Drive; Louisa Conway, 151 Crandon Boulevard; Laudy Ibarra, 482 Fernwood Road and H. Frances Reeves, 251 Crandon Boulevard.
6. **AGENDA:** Vice Mayor Moss requested the addition of a discussion regarding Solid Waste Contract Negotiations for Side-Yard Pick-up as Item 12B3; Councilmember Lauredo requested the addition of a discussion regarding Setting a Date for the Strategic Planning Session, the Manager stated that this item will be addressed in the Manager's Report. Councilmember



Lauredo withdrew the request.

Councilmember Caplan made a motion to approve the agenda, as amended. The motion was seconded by Vice Mayor Moss and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

7. **SPECIAL PRESENTATION:** The Council gave special recognitions to two Key Biscayne Rugby Teams for winning their State Championships.

At this time Councilmember Lauredo addressed the Council recognizing the rise of non-traditional sports and field space allocation divisions.

Communications and Community Engagement Officer Jessica Drouet introduced the Director of Community Research Jason Morado who addressed the Council giving a presentation on the Biennial Resident Survey Results.

There was extensive discussion from Council, Mr. Morado and the Manager regarding the above presentation including the responses regarding recycling, the survey's costs and the Vision Board survey's costs, and fiscal responsibility.

8. **CONSENT AGENDA:** Councilmember Lauredo made a motion to approve the following consent agenda. The motion was seconded by Mayor Davey.

The minutes of the April 12<sup>th</sup>, 2022 Regular Council Meeting.

The consent agenda was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

9. **ORDINANCES:** The Clerk read the following ordinance on second reading, by title:

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 29 "STORMWATER UTILITY SYSTEM," SECTIONS 29-2, ENTITLED "DEFINITIONS," 29-3, ENTITLED "FINDINGS AND DETERMINATIONS" AND 29-4, ENTITLED "STORMWATER UTILITY FEE" OF THE VILLAGE CODE OF ORDINANCES RELATING TO THE VILLAGE'S STORMWATER UTILITY APPORTIONATE METHODOLOGY FOR ALLOCATING STORMWATER UTILITY FEES AND APPEALS OR ADJUSTMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Davey made a motion to adopt the ordinance on second reading. The motion was seconded by Councilmember Caplan.

The Mayor opened the public hearing. Francoise Druil-Wynne, 799 Crandon Boulevard addressed the Council. The Mayor closed the public hearing.

There was extensive discussion from Council, the Manager and the Attorney regarding the above ordinance including permeability and impermeability, water retention, roadways, systematic stormwater management, the division of costs, ad valorem taxes, revenue bonds, and recognized methodologies such as using square footage.

Mayor Davey made a motion to defer the above ordinance to a date certain of June 14, 2022. The motion was seconded by Councilmember Caplan.

There was additional discussion from Council, the Attorney and the Manager regarding having the consultant provide different methodologies including using square footage of impervious public property. The Manager stated using valuation as a methodology will take additional time for the administration to research.

Chief Financial Officer Benjamin Nussbaum addressed the Council regarding the State Water Revolving Fund Loan and other loan options.

The Davey motion was approved by a 4-3 roll call vote. The vote was as follows: Councilmembers Caplan, McCormick, Vice Mayor Moss and Mayor Davey voting Yes. Councilmembers Lauredo, London and Segurola voting No.

The Attorney requested that the consultants should appear in person at the next Regular Council Meeting.

CFO Nussbaum introduced the Raftelis consultants Henry Thomas and Joe Williams who were in attendance virtually. There was extensive discussion from Council and Mr. Thomas regarding valuation as a methodology, other revenue sources, a general obligation bond, a state revolving fund loan and issues of impermeability.

The Clerk read the following ordinance on second reading, by title:

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING ORDINANCE NO. 2021-07 WHICH ADOPTED THE BUDGET FOR FISCAL YEAR 2021-2022 BY REVISING THE 2021-2022 FISCAL YEAR BUDGET (BUDGET AMENDMENT NO. 2); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Davey made a motion to adopt the ordinance on second reading. The motion was seconded by Councilmember Caplan.

The Mayor opened the public hearing. Jon Grossman, 300 Galen Drive addressed the Council. The Mayor closed the public hearing.

Councilmember London addressed the Manager regarding the East Enid Drive Streetlights project and to clarify that the amount should be “not to exceed \$20,000” instead of \$50,000. There was discussion from Councilmember London and the Manager regarding the above item and the number of employees added to the Village staff this past year.

Councilmember London made a motion to amend the costs of the East Enid Drive Streetlights project to say “not to exceed \$20,000”. The motion was seconded by Mayor Davey and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

The ordinance was adopted on second reading by a 7-0 roll call vote, as amended. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

At this time it was the consensus of Council to hear the following two resolutions before the Manager’s report.

10. **RESOLUTIONS:** The Clerk read the following resolution by title:

**A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AN LED LIGHTING AGREEMENT WITH THE FLORIDA POWER & LIGHT COMPANY FOR THE INSTALLATION OF THE EAST ENID DRIVE STREET LIGHTING PROJECT IN AN AMOUNT NOT TO EXCEED \$20,000.00 AND FOR MAINTENANCE, ENERGY, AND OTHER RELATED SERVICES FOR THE LIGHTING POLES IN AN AMOUNT NOT TO EXCEED \$685.00 PER MONTH; WAIVING COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Davey made a motion to approve the resolution. The motion was seconded by Councilmember Caplan.

There was extensive discussion from Council, Public Works Director Jake Ozyman and the Manager regarding the above resolution and project costs, using LED vs. solar energy and FPL’s solar energy program called “Solar Together”.

Councilmember McCormick addressed Director Ozyman regarding using solar as an energy resource in the Village.

The resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

The Clerk read the following resolution by title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO MAKE A NON-REFUNDABLE ENGINEERING DEPOSIT IN THE AMOUNT OF \$147,037 TO THE FLORIDA POWER & LIGHT COMPANY TO REQUEST A BINDING ESTIMATE FOR THE VILLAGE-WIDE ELECTRIC FACILITIES CONVERSION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Davey made a motion to approve the resolution. The motion was seconded by Councilmember Caplan.

Councilmembers Lauredo and London addressed Director Ozyman regarding the feasibility study, the mathematical computations in the Manager's memo and the costs of current and past consulting fees. Director Ozyman stated the mathematical computations will be amended and that this will be a binding estimate for the engineering designs for this project and that the designs can be used for whomever the Village decides to use for this scope of work.

Vice Mayor Moss addressed the Council clarifying that the price estimate in the above ordinance is for FP&L's portion of the project only.

There was extensive discussion from Council regarding receiving the costs for undergrounding the electrical from AT&T and Comcast, adding an extra conduit according to the Master Plan and the administration meeting with potential underground utility contractors.

The resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Seguro, Vice Mayor Moss and Mayor Davey voting Yes.

At this time the Council took a five-minute break. The meeting reconvened at 8:40 p.m.

At this time the Manager's report was heard.

Village Manager. The Manager addressed the Council reporting on the goals for the Strategic Planning Session and to hold this meeting on June 1<sup>st</sup>, 2022 at 4:00 p.m. at a location to be determined.

The Manager addressed the Council announcing that the recently created Beautification Task Force Committee will hold its first meeting tomorrow at 12:00 p.m. A Beach Park Community Meeting will be held on May 17<sup>th</sup>, 2022. A Crandon Boulevard Community Meeting will be held on May 24<sup>th</sup>, 2022 at 12:30 p.m. A Vision Board Meeting will be held on May 26<sup>th</sup>, 2022 at 6:00 p.m., a Library Community Meeting will be held on June 7<sup>th</sup> or 9<sup>th</sup>, 2022 and a Lake Park Ribbon Cutting Event will be held at a future date to be determined. Also, the Manager announced there will be a Memorial Day Commemoration event held on May 30<sup>th</sup>, 2022 at the Village Green.

The Manager addressed the Council reporting on the status of the waiver for the Back Bay study for the U.S. Army Corps of Engineers (USACE) Coastal Storm Risk Management Project.

Chief of Police Frank Sousa and the Attorney addressed the Council reporting on developing a future ordinance to address electric scooters and motorized bicycles being used within the Village. Also discussed was having an educational campaign to explain state law provisions to residents and to reach out to Miami-Dade County to request new regulations for Crandon Boulevard and to have the Manager speak with Florida State representatives to address these urgent safety concerns.

There was extensive discussion from Council, the Attorney and Chief Sousa regarding the above items and safety concerns for children, immediate police enforcement and a possible temporary

ban.

Councilmember Lauredo made a motion to support Chief Sousa's plan presented this evening regarding police enforcement for electric scooters and motorized bicycles. The motion was seconded by Vice Mayor Moss.

The Attorney addressed the Council regarding the above motion being an emergency circumstance, time sensitive and would need to be a roll call vote.

There was additional discussion from the Manager regarding Chief Sousa's plan: (1) education and information and training (2) messaging and communication (3) looking at some supporting infrastructure (4) creating a future ordinance for enforcement procedures for police officers to address electric scooters and motorized bicycles.

The Lauredo motion was approved by a 7-0 roll call vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

At this time Mayor Davey exited the Council Chamber.

The Vice Mayor opened public comments. Francoise Dreuil-Wynne, 799 Crandon Boulevard and Jon Grossman, 300 Galen Drive addressed the Council. The Vice Mayor closed public comments.

There was additional discussion from Council, the Attorney and Chief Sousa regarding electric scooter safety concerns.

Fire Rescue Chief Eric Lang addressed the Council giving a presentation on Hurricane Preparations. Chief Lang stated that hurricane season starts June 1<sup>st</sup>, 2022 and that a Miami-Dade County hurricane guide will be mailed out to residents soon. Chief Lang stated that Key Biscayne is in evacuation Zone A and encouraged the residents to have an evacuation plan ahead of time in case a mandatory evacuation order is issued. Emergency services may not be available if an individual decides not to follow the evacuation orders and chooses to stay on the island. The Manager stated that the administration will be doing a hurricane planning exercise in June 2022.

There was discussion from Council, Chief Lang and the Manager regarding the above presentation and advised residents to sign up for the Village's emergency alert system VINS/Village Connect.

Building, Zoning and Planning Director Jeremy Calleros-Gauger addressed the Council giving a presentation on the Beach Park improvement designs.

There was discussion from Council, Director Calleros-Gauger, the Attorney and the Manager regarding the above presentation.

Chief Resilience and Sustainability Officer Dr. Roland Samimy addressed the Council reporting on a status update regarding Sargassum and an update on the new vendor contract. Dr. Samimy

stated that April 2022 was a heavy month for sargassum removal, and that planning is in place to prepare for this summer's sargassum removal.

There was discussion from Council and Dr. Samimy regarding the above update and signage regarding no dogs on the beach rules.

The Manager addressed the Council regarding the administration's work done on reporting updates.

Parks, Recreation and Open Spaces Director Todd Hofferberth addressed the Council reporting on a Paradise Park construction status update.

There was discussion from Council and the Manager regarding the above item.

The Manager addressed the Council reporting on a septic to sewer status update and that there are 9 remaining homes left for septic to sewer conversion and 24 sewer conversions are currently in process.

There was discussion from Council and the Manager regarding the Beach Club septic to sewer conversion project which has been completed.

Director Ozyman addressed the Council reporting on the Crandon Boulevard Safety Improvements project. The project includes installing a right-hand turn lane onto Crandon Boulevard going south on Harbor Drive and an extension lane to Key Colony. Director Ozyman stated that construction is to begin this summer. A Community Meeting will be held on May 24<sup>th</sup>, 2022 and a follow up presentation will be given at the June 14<sup>th</sup>, 2022 Regular Council Meeting.

Chief of Staff Jocelyne Moussavou addressed the Council giving a presentation on the status of the Laserfiche Public Records and Public Access system which will improve access and transparency to public records. Currently, all adopted budgets, contracts, minutes, and resolutions are available through the Laserfiche software on the Village's website for the public to access.

CFO Benjamin Nussbaum addressed the Council reporting that the ERP Financial Software has been fully implemented and the remaining software install will be implemented by this summer or fall 2022. There was discussion from Council regarding the issues for delay including the software provider's staffing issues.

CFO Nussbaum addressed the Council reporting on inflation rates and that CIP projects are coming back with 20-30% higher costs and the Community Center staffing issues.

There was discussion from Council regarding the above items, current contracts, and renewals of contracts.

11. **PUBLIC COMMENTS:** This item was heard earlier in the evening.

12. **REPORTS AND RECOMMENDATIONS:** The following items were discussed:

Mayor and Councilmembers. Vice Mayor Moss addressed the Council stating that the Mayor's item, Appointments/Reappointments Parks and Open Space Board and Board of Special Magistrates, will need to be deferred due to his absence.

There was discussion from Council and the Attorney regarding the process for appointing advisory board members. Vice Mayor Moss stated that he was not in a position to make an appointment and that he did not know what the Mayor was planning to bring forward this evening.

The Attorney clarified that pursuant to the Charter, during the absence or incapacity of the Mayor, the Vice Mayor shall have all the powers, authority, duties and responsibilities of the Mayor.

Councilmember Lauredo addressed the Council regarding the previous nomination for Carlos de la Cruz, Jr. for the Parks and Open Spaces Board which was submitted several months before and being the board liaison had recruited Mr. de La Cruz for this appointment and requested that Vice Mayor Moss make the appointment.

At this time Mayor Davey rejoined the meeting virtually.

Mayor Davey appointed residents Nick Molina to the Parks and Open Spaces Board and Moncy Blanco-Herrera to the Board of Special Magistrates.

Councilmember Lauredo addressed Councilmember London stating that Mr. de la Cruz was Chairman of the Everglades Foundation and from a third generation Key Biscayne family.

Councilmember Caplan made a motion to approve the appointment of Mr. Molina to the Parks and Open Space Board. The motion was seconded by Councilmember McCormick and approved by a 4-3 roll call vote. The vote was as follows: Councilmembers Caplan, McCormick, Vice Mayor Moss and Mayor Davey voting Yes. Councilmembers Lauredo, London and Segurola voting No.

Councilmember Caplan made a motion to approve the appointment of Mr. Blanco-Herrera to the Board of Special Magistrates. The motion was seconded by Councilmember London and approved by a 6-1 roll call vote. The vote was as follows: Councilmembers Caplan, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes. Councilmember Lauredo voting No.

Councilmember Lauredo addressed the Council regarding a Key Biscayne K-8 Center/School Board update. There was discussion from Council and the Manager requesting that residents register their children as soon as possible so this can count towards the school's budget and for the Manager to reach out to the KBK8 Center's school principal regarding the budget.

Vice Mayor Moss addressed the Council regarding the status of the solid waste contract negotiations for side-yard pick-up, concerns regarding side-yard pick up service and requested that the administration monitor this service.

There was discussion from Council and the Manager regarding the above items. The Manager stated that the vendor has been given til the end of May 2022 to meet these service requirements.

There was discussion from Council regarding the above items.

Village Attorney. The Attorney did not submit a report.

Village Clerk. The Clerk did not submit a report.

13. **OTHER BUSINESS/GENERAL DISCUSSION:** There was no further business discussed.

14. **SCHEDULE OF FUTURE MEETINGS/EVENTS:** A schedule of future meetings and events was presented to the Council.

15. **ADJOURNMENT:** The meeting was adjourned at 10:51 p.m.

*Respectfully submitted:*

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*Jocelyn B. Koch*  
*Village Clerk*

*Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2022:*

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*Michael W. Davey*  
*Mayor*

**IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, 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.**



## MINUTES

### REGULAR COUNCIL MEETING KEY BISCAZYNE, FLORIDA

TUESDAY, JUNE 14, 2022

COUNCIL CHAMBER  
560 CRANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:00 p.m. Present were Councilmembers Franklin H. Caplan, Luis Laredo, Edward London, Allison McCormick, Ignacio Seguro, Vice Mayor Brett G. Moss and Mayor Michael W. Davey. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch and Village Attorney Chad Friedman.

2. **PLEDGE OF ALLEGIANCE:** Key Biscayne Boy Scout Troop #149 led the Pledge of Allegiance and Posted the Colors.

Mayor Davey addressed the public introducing Boy Scout Troop #149 and thanked all those involved in helping to form the new scout troop and recognized today being Flag Day and the 245<sup>th</sup> Anniversary of the adoption of our nation's colors.

3. **INVOCATION:** Rabbi Avremel Caroline with Chabad of Key Biscayne gave an invocation.

4. **BRIEF COMMENTS BY COUNCIL:** Mayor Davey reported attending a recently held national security seminar where everyone was able to talk and discuss issues with each other and stated that everyone needs to listen more to those with differing opinions in order for the community to continue being a wonderful place to live. Mayor Davey also wished Councilmember London a Happy Birthday; Councilmember Caplan thanked the administration for the planning of the Strategic Planning Session held on June 1<sup>st</sup>, 2022 and Councilmember Laredo thanked the community and the PTA for their recent efforts at the Key Biscayne Community School.

5. **PUBLIC COMMENTS:** The following residents addressed the Council: Jackie Kellogg, 115 Sunrise Drive; Michelle Estevez, 425 Grapetree Drive, representing Le Phare Condo and Oscar Sardinas, 575 Crandon Boulevard.

6. **AGENDA:** Councilmember Lauredo requested the deferral of Item 8A to the next Regular Council Meeting; Mayor Davey requested the addition of a discussion regarding West Mashta Drive Sewer System as Item 12B3, and requested on behalf of the administration, the deferral of Item 9A to the next Regular Council Meeting and Councilmember London requested the addition of a discussion regarding Animal Cruelty as Item 12B4 and to withdraw Item 12B1.

The Attorney addressed the public reporting that Item 9A is being deferred to a date certain of July 26, 2022.

Councilmember Caplan made a motion to approve the agenda, as amended. The motion was seconded by Mayor Davey and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

7. **SPECIAL PRESENTATIONS:** There were no special presentations.

8. **CONSENT AGENDA:** Mayor Davey made a motion to approve the following consent agenda. The motion was seconded by Councilmember McCormick.

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER FOR ACCESS TO CERTAIN EXEMPT INFORMATION MAINTAINED BY THE PROPERTY APPRAISER'S OFFICE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE VILLAGE ELECTORS FOR APPROVAL OR DISAPPROVAL OF A SERIES OF PROPOSED AMENDMENTS TO THE VILLAGE CHARTER, AS PROVIDED BY THE CHARTER REVISION COMMISSION REPORT, IN ACCORDANCE WITH SECTION 7.06 OF THE VILLAGE CHARTER; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION OF THE CHARTER AMENDMENTS TO THE ELECTORATE; CALLING A SPECIAL ELECTION ON THE PROPOSED CHARTER AMENDMENTS TO BE HELD ON TUESDAY, THE 8TH DAY OF NOVEMBER, 2022, IN CONJUNCTION WITH THE GENERAL ELECTION BEING HELD ON SAID DATE; PROVIDING FOR VOTING AT THE POLLS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

The consent agenda, as amended, was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

9. **ORDINANCES:** There were no ordinances considered by Council.

10. **RESOLUTIONS:** The Clerk read the following resolution by title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, GRANTING A UTILITY EASEMENT TO THE FLORIDA POWER & LIGHT COMPANY (FPL) FOR UTILITY UNDERGROUNDING AT PARADISE PARK; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Davey made a motion to approve the resolution. The motion was seconded by Councilmember Caplan.

Public Works Director Jake Ozyman addressed the Council regarding the above resolution.

The resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

The Clerk read the following resolution by title:

**A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING RESTATE CONSTRUCTION LLC FOR THE PUBLIC BEACH ACCESS IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$110,000; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Davey made a motion to approve the resolution. The motion was seconded by Councilmember Caplan.

Director Ozyman addressed the Council regarding the above resolution and reported that project costs were brought under budget with construction scheduled to begin after July 4<sup>th</sup>, 2022.

The resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

The Clerk read the following resolution by title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO MOFFATT & NICHOL, INC. FOR ENGINEERING, SURVEYING, AND MARINE BIOLOGICAL SERVICES RELATING TO THE BEACH RENOURISHMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$80,000; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Davey made a motion to approve the resolution. The motion was seconded by Councilmember Caplan.

Chief Resilience and Sustainability Officer Dr. Roland Samimy addressed the Council regarding the above resolution and that this item is for the second year of the biological and physical monitoring required by the beach renourishment permit.

There was discussion from Council regarding the above resolution.

The resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

11. **PUBLIC COMMENTS:** The following resident addressed the Council: Michelle Estevez, 425 Grapetree Drive representing the Square Shopping Center.

Village Manager. The Manager addressed the Council announcing a ribbon cutting event will be held on June 16<sup>th</sup>, 2022 at the Lake Park with music and food and to celebrate the July 4<sup>th</sup> holiday there will be a parade, picnic and fireworks show and a Vision Plan Board Meeting will be held at 10:00 a.m. on Saturday, June 18<sup>th</sup>, 2022. Also, the Manager reported that he and Chief of Police Frank Sousa will be traveling up the coast in order to acquire a new maritime vessel for the Police department and thanked the Fire Rescue, Police and Public Works departments for their response efforts regarding the recent storm.

Director Ozyman addressed the Council stating that there are two sewer lift stations near the LePhare Condos: one on West Mashta Drive near the Mashta bridge and one on Island Drive.

Councilmember London and Director Ozyman addressed the public giving a brief explanation of how pump and lift stations work. Director Ozyman reported that the Island Drive lift station had a power failure during the recent storm which caused a sewer infiltration issue. There was discussion from Council and the Manager regarding the above item and that this is a recurring issue.

The Manager addressed the Council reporting that during the storm, the wastewater treatment plant on Virginia Key “topped over” which caused a contaminated water alert for two and a half days for the area’s beaches. The Manager reported that staff will continue to work with WASD to address the sewer issue on West Mashta Drive.

Chief Sousa addressed the Council reporting on a status update regarding the Community Policing Program: two police officer positions were filled, two public safety open houses were held, and 5 SEPTED Surveys were completed at Village parks. The golf cart ordinance was revised for educational, compliance and enforcement issues. Also, the required security camera system has been identified which will be installed throughout the Village. The Police department collaborated with Miami-Dade County, City of Miami and the FWC (Florida Fish and Wildlife Conservation Commission) to reduce traffic and maritime incidents and police officer training was increased.

There was discussion from Council regarding public safety.

Councilmember Lauredo addressed the Council stating that the Village has improved their relationships with Miami-Dade County and the City of Miami to help address these public safety issues.

Chief Sousa addressed the Council reporting on a status update regarding scooter safety including having an educational campaign for parents and kids using a collaborate approach including public service announcements.

There was discussion from Council and Chief Sousa regarding the above item and police enforcement.

Councilmember McCormick addressed the public stating that no scooters are allowed to be used on the Village Green.

Fire Rescue Chief Eric Lang addressed the Council reporting on Hurricane Preparedness & Debris Management stating that there was a collaborative effort to address the recent storm among the following departments: Police, Fire Rescue, Public Works, Communications and Parks & Recreation. The Fire Rescue department received 21 calls for service, the Police responded to 18 calls for service and multiple emergency communications were issued to the public. Chief Lang is working to improve identifying and communicating the different phases of threats internally and externally and will formally announce those phases to the public. Chief Lang stated that there is a need for a highwater response vehicle and stressed to the public to have a plan in place in case a mandatory evacuation order is issued due to an impending hurricane.

Councilmember Lauredo addressed the administration regarding sending clear communications to residents especially new residents if there is a mandatory evacuation order.

There was discussion from Council, the Manager and Chief Lang regarding the above items.

The Manager addressed the Council reporting that there will be a hurricane exercise in late July focusing on evacuation and reentry. The Manager also reported on addressing stormwater and facility issues including roof leaks in the Community Center.

There was discussion from Council and Parks, Recreation and Open Spaces Director Todd Hofferberth regarding the community center's roof status and future renovations.

Building Official Rene Velasco addressed the Council on a status update reporting on 40-year certifications: 9 of the 37 buildings have achieved compliance, 3 buildings have submitted permit applications and 3 have obtained permits to complete repairs. The building management companies are being contacted daily to let them know about future changes in compliance.

Building Official Velasco addressed the Council reporting on new state law rules and regulations and that homeowner associations will not be able to wave their reserves and that there will be stricter structural and electrical inspections.

There was discussion from Council and Building Official Velasco regarding the lack of engineers in Florida and resource options available for building managers to be able to locate engineers.

Director Hofferberth addressed the Council reporting that the Mast Academy solar panels

installation project is moving forward. Mayor Davey thanked all the participants involved including the Green Champions and Mast Academy students.

Dr. Samimy addressed the Council reporting on the status of the vessel exclusion zone.

There was discussion from Council and Dr. Samimy regarding the options available for the relocation of the two northernmost markers and the installation of the regulatory buoys between the five existing markers.

It was the consensus of Council to move the two northernmost markers outward to the 300 ft. limit and install the regulatory buoys in line with those five existing markers.

Dr. Samimy addressed the Council reporting on the status of the Resilient Strategy Infrastructure Integration and Implementation Plan development which is the intended to be the roadmap in order to get the Village to be a resilient Key Biscayne.

Councilmember Lauredo addressed Dr. Samimy regarding the direction of the “No dogs on the beach” signs and that they need to be visible while walking onto the beach and walking from the beach. The Manager addressed the Council stating that the signs will be installed on both sides.

Capital Improvement Projects and Grants Manager Colleen Blank addressed the Council reporting on a status update for the CIP Projects and that 6 of the projects have been completed.

There was extensive discussion from Council, the Manager and CIP and Grants Manager Blank regarding the design of Hampton Park, receiving community input and civic engagement prior to having any contracts signed or any professional commitments. Also discussed were past maintenance and vandalism issues and the Manager stated that two community meetings will be held prior to any projects being done in the Village.

CIP and Grants Manager Blank and Director Hofferberth addressed the Council reporting on a status update regarding the Calusa Park resurfacing project which facilitated 6 pickleball courts, 1 basketball court and 4 tennis courts.

There was discussion from Council regarding the Lake Park Ribbon Cutting Event which is to be held at 6:30 p.m. on June 16<sup>th</sup>, 2022. The Manager addressed the Council stating that the CIP projects are presented in the agenda in order to inform the public.

The Manager addressed the Council recommending transferring control of the entrance sign to the administration from the Clerk’s office. Communications would control the sign during the day and the Police department would control the sign in the evenings and on weekends.

There was discussion from Council and the Clerk regarding the administering of the entrance sign, emergency notifications, and “over messaging” concerns.

Councilmember Lauredo made a motion to transfer control of the entrance sign to the administration. The motion was seconded by Mayor Davey.

The Manager addressed the Council regarding the entrance sign policy moving forward including the Clerk's messages for council meetings will continue to be posted and having control of the sign would be another platform for the administration to communicate with the residents.

The Attorney addressed the Council regarding the above item.

Councilmember McCormick addressed the Council regarding having a message board for visitors before the Rickenbacker Causeway toll booth. The Manager addressed the Council stating that he will look into this with Miami-Dade County.

The Lauredo motion was approved by a 6-1 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Vice Mayor Moss and Mayor Davey voting Yes. Councilmember Segurola voting No.

**12. REPORTS AND RECOMMENDATIONS:** The following items were discussed:

Mayor and Councilmembers. Councilmember London addressed the Council regarding Zoning Text Amendments for signage on architectural features.

Building & Zoning Director Jeremy Calleros-Gauger addressed the Council regarding the Village zoning rules pertaining to signage for architectural features.

There was extensive discussion from Council, Director Calleros-Gauger and the Attorney regarding the above item, monument signs and revisiting this section of the code.

It was the consensus of Council for the administration to come back with a solution to address the signage for the Square Shopping Centre with "mocked up" examples.

Michelle Estevez, 425 Grapetree Drive representing the Square Shopping Center addressed the Council.

Mayor Davey withdrew his item on the West Mashta Drive Sewer since it was addressed earlier in the Manager's Report.

Councilmember London addressed the Council regarding Animal Cruelty and police enforcement.

Chief Sousa addressed the Council regarding the above item and requested that residents contact the Police department to report crimes not by posts on social media.

There was discussion from Council regarding the above item.

The Clerk addressed the public announcing a "Clean Campaign Class" will be held on Thursday, June 23<sup>rd</sup>, 2022 at 6:00 p.m. in the Council Chamber for any candidates or interested residents.

Village Attorney. The Attorney did not submit a report.

Village Clerk. The Clerk did not submit a report.

13. **OTHER BUSINESS/GENERAL DISCUSSION:** There was no further business discussed.

14. **SCHEDULE OF FUTURE MEETINGS/EVENTS:** A schedule of future meetings and events was presented to the Council.

15. **ADJOURNMENT:** The meeting was adjourned at 8:56 p.m.

*Respectfully submitted:*

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*Jocelyn B. Koch*  
*Village Clerk*

*Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2022:*

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*Michael W. Davey*  
*Mayor*

***IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, 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.***





# VILLAGE OF KEY BISCAINE

*Village Council*

**Michael W. Davey, Mayor**

**Brett Moss, Vice Mayor**

**Frank Caplan**

**Luis Lauredo**

**Allison McCormick**

**Edward London**

**Ignacio J. Seguro**

*Village Manager*

**Steven C. Williamson**

## MEMORANDUM

DATE: July 26, 2022

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Authorize the Village Manager to apply for Beach Management Funding Assistance in FY22/23 through the Florida Department of Environmental Protection (FDEP)

### RECOMMENDATION

Authorize the Village Manager to apply for Beach Management Funding Assistance through the Florida Department of Environmental Protection (FDEP) for the Beach Nourishment Program in FY22/23

### BACKGROUND

The Beach Management Funding Assistance Program is developing its annual prioritized list of beach and inlet management projects for the Agency's FY 2022-2023 Local Government Funding Request (LGFR). The Village of Key Biscayne applies to this program on an annual basis as external funds are available to offset the costs of maintaining the beach. This is a cost reimbursable grant with a match requirement that is covered by beach related funds from various agencies (FEMA, DEM, DEP).

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CONFIRMING THE VILLAGE'S ABILITY TO FUND AND SUPPORT THE PERMITTING, DESIGN, CONSTRUCTION, AND MONITORING OF THE VILLAGE'S BEACH RENOURISHMENT PROJECT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Key Biscayne (“Village”) is the entity responsible for the maintenance and preservation of the beach adjacent to the Village that is the subject of the Village's Beach Renourishment Project (the “Project”); and

**WHEREAS**, the Village recognizes the significant economic, recreational, environmental, and shore protection value that beach renourishment has provided since 1987 and continues to provide today; and

**WHEREAS**, the Village supports the permitting, design, construction, and monitoring of the Project, which is located approximately between Florida Department of Environmental Protection's Monuments R101 and R108 in Miami-Dade County, Florida; and

**WHEREAS**, the Village is willing to serve as the local sponsor for the Project and commits to appropriating full funding of the local share of a state approved project in its capital improvement budget for the design and permitting phase of the Project anticipated to begin in Fiscal Year 2024/2025; and

**WHEREAS**, the Village of Key Biscayne Village Council has determined that the Project and the adoption of this Resolution are in the best interest of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.**     **Funding of Project.** The Village confirms that it shall provide the balance of any funding required for the permitting, design, construction, and monitoring of the Project that is not funded by Miami-Dade County, FEMA, or by the State of Florida.

**Section 3.**     **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MICHAEL W. DAVEY, MAYOR

ATTEST:

\_\_\_\_\_  
JOCELYN B. KOCH  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY



# VILLAGE OF KEY BISCAINE

*Village Council*

**Michael W. Davey, Mayor**

**Brett Moss, Vice Mayor**

**Frank Caplan**

**Luis Lauredo**

**Edward London**

**Allison McCormick**

**Ignacio J. Seguro**

*Village Manager*

**Steven C. Williamson**

## MEMORANDUM

DATE: July 26, 2022  
TO: Honorable Mayor and Councilmembers  
FROM: Steven C. Williamson, Village Manager  
RE: Key Biscayne component of the Miami Dade County  
2022 Neat Streets Miami Program

## RECOMMENDATION

I recommend that the Village Council award a contract to Aquatic Landscaping Design, Inc., the lowest responsive and responsible bidder, in an amount not to exceed \$66,220.00 for tree plantings and one month of watering services for all newly planted trees. The funding source for the \$66,220.00 will be from the Public Works Operational budget with \$25,001.00 to be received from the NEAT Streets Grant Award.

## BACKGROUND

On March 08, 2022, Council approved resolution 2022-10 accepting the receipt of an award from the 2022 Green Miami-Dade County Matching Grant program in the amount of \$25,001 (see Exhibit A).

As a result of this program, a total of 125 street trees will be planted throughout the Village. Staff has evaluated quotes received for planting services to include one month of watering for the required species. Quote amounts received from the 3 three companies are as follows:

COMPANY	AMOUNT
SFM Services, Inc.	\$112,692
Gorgeous Landscapes and Lawns	\$108,675
Aquatic Landscaping (Tree Planting + One Month of Watering)	\$66,220

Based on staff's review of the quote submittals, it has been determined that Aquatic Landscaping Design is the lowest responsive bidder.

## Funding Summary:

The tree planting and watering services will be partially funded by the 2022 Green Miami-Dade County Matching Grant program in the amount of \$25,001 and matching dollars from FY21/22



## VILLAGE OF KEY BISCAINE

Public Works Operational budget line item 001-41-541-34002.

Budget Line	Item	FY21-22 Budgeted	FY21-22 Available (as of 7/2022)
<a href="#">001-41-541-34002</a>	Public Works Operational budget	\$342,672	\$235,142

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE  
VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING  
AQUATIC LANDSCAPING DESIGN, INC. FOR PLANTING  
OF NEW TREES AND RELATED WATERING SERVICES  
IN AN AMOUNT NOT TO EXCEED \$66,220; PROVIDING  
FOR AUTHORIZATION; AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS**, the Village of Key Biscayne (“Village”) Council desires planting of 125 new trees and one month of related watering services (the “Services”); and

**WHEREAS**, the Village solicited and received three proposals for the Services; and

**WHEREAS**, Aquatic Landscaping, Inc. (the “Contractor”) submitted a proposal to provide the Services in an amount not to exceed \$66,200.00, which proposal is attached hereto as Exhibit “A” (the “Proposal”); and

**WHEREAS**, after reviewing the proposals received by the Village, the Village Manager recommends that the Contractor be selected to perform the Services as the lowest responsive and responsible bidder; and

**WHEREAS**, the Village Council desires to select the Contractor to perform the Services and authorize the Village Manager to negotiate and enter into an agreement with the Contractor in an amount not to exceed \$66,220.00, consistent with the Proposal attached hereto as Exhibit “A”; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE  
VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.**     **Selection.** That the Village Council selects the Contractor for the Services.

**Section 3.**     **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute an agreement with the Contractor, consistent with the Proposal attached hereto as Exhibit "A," in an amount not to exceed \$66,220.00, subject to approval by the Village Attorney as to form, content, and legal sufficiency.

**Section 4.**     **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MICHAEL W. DAVEY, MAYOR

ATTEST:

\_\_\_\_\_  
JOCELYN B. KOCH  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY

# EXHIBIT "A"

## RESOLUTION NO. 2022-10

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ACCEPTING A 2022 NEAT STREETS MIAMI MATCHING GRANT IN AN AMOUNT OF \$25,001 FROM MIAMI-DADE COUNTY FOR THE KEY BISCAYNE STREET TREE PLANTING PROGRAM AND APPROVING AN AGREEMENT RELATED TO THE SAME; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Key Biscayne ("Village") desires to plant trees to enhance the quality of life and urban management within the Village as part of the Key Biscayne Street Tree Planting Program (the "Program"); and

**WHEREAS**, the Program will help reduce flooding, provide cooler and cleaner air, and improve physical, mental, and economic health, among other benefits; and

**WHEREAS**, Miami-Dade County ("County") has awarded the Village a 2022 Neat Streets Miami Matching Grant (the "Grant") in an amount of \$25,001 for the Program; and

**WHEREAS**, the Village desires to accept the Grant and enter into the Grant Agreement, in substantially the form attached hereto as Exhibit "A" (the "Agreement"); and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1.    Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

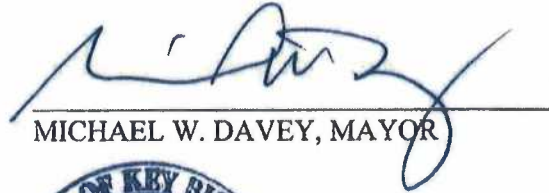
**Section 2.    Acceptance and Approval.** That the Village Council hereby accepts the Grant in an amount of \$25,001 from the County and approves the Agreement in substantially the form attached hereto as Exhibit "A."



**Section 3. Authorization.** That the Village Council hereby authorizes the Village Manager to execute the Agreement, in substantially the form attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 8th day of March, 2022.


  
MICHAEL W. DAVEY, MAYOR

ATTEST:

  
JOCELYN B. KOCH  
VILLAGE CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY



Re: Neat Streets

May 18, 2022

Katarzyna Kulpa  
Resilience Coordinator  
Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne, FL 33149

Dear Katarzyna,

Pursuant to your request, below please find our estimate to provide the following landscape services to be performed in the **Village of Key Biscayne**, for the following costs:

Description	Qty	Price	Ext Price
Live oak 12' HT, 2" DBH	2	\$ 1,036.00	\$ 2,072.00
Silver buttonwood 12' HT, 2" DBH	4	\$ 1,072.00	\$ 4,288.00
Green buttonwood 12' HT, 2" DBH	23	\$ 993.00	\$ 22,839.00
Verawood 12' HT, 2" DBH	22	\$ 1,015.00	\$ 22,330.00
Mahogany 12' HT, 2" DBH	7	\$ 930.00	\$ 6,510.00
Bridalveil 12' HT, 2" DBH	18	\$ 1,107.00	\$ 19,926.00
Gumbo limbo 12' HT, 2" DBH	9	\$ 930.00	\$ 8,370.00
30 days of watering			\$ 26,400.00
			<b>\$ 112,692.00</b>

**Notes:**

- Does not include any demo of vegetation or debris.
- Pricing valid for 15 days and is subject to change.
- Sales tax will be added to invoice if applicable.

Respectfully Submitted,

*Robert Montesino*

Robert Montesino  
Operations Manager  
Landscape Division

**ACCEPTANCE OF PROPOSAL**

The above prices, taxes, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payments terms: 30 days.**

Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_



Re: Neat Streets

May 18, 2022

Katarzyna Kulpa  
Resilience Coordinator  
Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne, FL 33149

Dear Katarzyna,

Pursuant to your request, below please find our estimate to provide the following landscape services to be performed in the **Village of Key Biscayne**, for the following costs:

Description	Qty	Price	Ext Price
Live oak 12' HT, 2" DBH	2	\$ 1,036.00	\$ 2,072.00
Mahogany 12' HT, 2" DBH	20	\$ 930.00	\$ 18,600.00
30 days of watering			\$ 13,200.00
			\$ 33,872.00

**Notes:**

- Does not include any demo of vegetation or debris.
- Pricing valid for 15 days and is subject to change.
- Sales tax will be added to invoice if applicable.

Respectfully Submitted,

*Robert Montesino*

Robert Montesino  
Operations Manager  
Landscape Division

**ACCEPTANCE OF PROPOSAL**

The above prices, taxes, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payments terms: 30 days.**

Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

**VILLAGE OF KEY BISCAYNE  
NEAT STREETS**

	Cost Per Unit	Quantity	TOTAL COST
<b>DIRECT COSTS</b>			
<b>Trees</b>			
Live Oak	\$ 620.00	20	\$ 12,400.00
Silver Buttonwood	\$ 595.00	4	\$ 2,380.00
Green Buttonwood	\$ 495.00	23	\$ 11,385.00
Bulnesia	\$ 595.00	22	\$ 13,090.00
Mahogany	\$ 495.00	7	\$ 3,465.00
Bridalveil	\$ 620.00	18	\$ 11,160.00
Gumbo Limbo	\$ 510.00	9	\$ 4,590.00
<i>Total number of trees</i>		<i>103</i>	
<b>TOTAL COSTS:</b>			<b>\$ 58,470.00</b>

**VILLAGE OF KEY BISCAYNE  
SAFE ROUTES TO SCHOOL**

	Cost Per Unit	Quantity	TOTAL COST
<b>DIRECT COSTS</b>			
<b>Trees</b>			
Live Oak	\$ 620.00	2	\$ 1,240.00
Mahogany	\$ 495.00	20	\$ 9,900.00
<i>Total number of trees</i>		22	
<b>TOTAL COSTS:</b>			<b>\$ 11,140.00</b>

ADDT'L \$ 7,750 FOR WATERING

## Olga Garcia

**From:** estimating@aquaticlandscape.com  
**Sent:** Friday, June 3, 2022 12:40 PM  
**To:** Olga Garcia; Katarzyna A. Kulpa; Nathanael "Nata" Diaz  
**Subject:** RE: Tree Planting Quote \_ Aquatic Landscaping Design, Inc.

CAUTION: This email originated from outside of our organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Olga,

If you provide water the price will be \$7,750.00

Adriana Diaz  
**Aquatic Landscaping Design, Inc.**  
Lic. #SCC131151882  
25405 SW 107th Av  
Princeton, FL 33032  
p 305 257 2220  
f 305 258 1584  
c 786 650 5219

\* Effective on 04/04/2022 Andrea Pagan will no longer be with us, please contact Adriana Diaz for anything related to Estimating Department.

This email contains information that is privileged and confidential, the disclosure of which is governed by applicable law. The information is intended only for the use of the individual named above. In the event you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this information is strictly prohibited. Please notify us if you have received this email in error.

**From:** Olga Garcia <ogarcia@keybiscayne.fl.gov>  
**Sent:** Thursday, June 2, 2022 3:02 PM  
**To:** estimating@aquaticlandscape.com; Katarzyna A. Kulpa <kkulpa@keybiscayne.fl.gov>; Nathanael "Nata" Diaz <ndiaz@keybiscayne.fl.gov>  
**Subject:** RE: Tree Planting Quote \_ Aquatic Landscaping Design, Inc.

How much would it be if we are providing the water? You would just need to provide the tank and the truck.



**Olga M. Garcia, AICP, CFM**  
Zoning Plans Reviewer/Planner  
e: [ogarcia@keybiscayne.fl.gov](mailto:ogarcia@keybiscayne.fl.gov)  
o: 305-365-5502

**Village of Key Biscayne**  
88 W McIntyre St, Suite 230  
Key Biscayne, FL 33149

## GORGEOUS LANDSCAPES & LAWNS, INC.

146 GUILFORD CT  
TAVERNIER, FL 33070  
PHONE: (786) 256-0669

### PROPOSAL

---

VILLAGE OF KEY BISCAYNE SWALE TREE PLANTING		QUANTITY	PRICE	AMOUNT
A)	LIVE OAK 12' TO 14' FT TALL WITH 2.5" OF CALIPER	22	\$ 870.00	\$ 19,140.00
B)	SILVER BUTTONWOOD 12' TO 14' FT TALL WITH 2.5" OF CALIPEF	4	\$ 525.00	\$ 2,100.00
C)	GREEN BUTTONWOOD 12' TO 14' FT TALL WITH 2.5" OF CALIPEF	23	\$ 555.00	\$ 12,765.00
D)	BULNESIA 12' TO 14' FT TALL WITH 2.5" OF CALIPER	22	\$ 600.00	\$ 13,200.00
E)	MAHOGANY 12' TO 14' FT TALL WITH 2.5" OF CALIPER	27	\$ 545.00	\$ 14,715.00
F)	BRIDALVEIL 12' TO 14' FT TALL WITH 2.5" OF CALIPER	18	\$ 2,325.00	\$ 41,850.00
G)	GUMBO LIMBO 12' TO 14' FT TALL WITH 2.5" OF CALIPER	9	\$ 545.00	\$ 4,905.00

ALL OF THE SERVICES MENTIONED ABOVE WILL BE RENDERED FOR THE TOTAL PRICE OF \$ 108,675.00

SIGNED: \_\_\_\_\_

  
JESUS RODRIGUEZ

I ACCEPT THE TERMS AND CONDITIONS OF THIS PROPOSAL

NAME: \_\_\_\_\_

DATE: 5/17/2022

SIGNATURE: \_\_\_\_\_





# VILLAGE OF KEY BISCAINE

*Village Council*

**Michael W. Davey, Mayor**

**Brett Moss, Vice Mayor**

**Frank Caplan**

**Luis Lauredo**

**Edward London**

**Allison McCormick**

**Ignacio J. Seguro**

*Village Manager*

**Steven C. Williamson**

## MEMORANDUM

DATE: July 26, 2022  
TO: Honorable Mayor and Councilmembers  
FROM: Steven C. Williamson, Village Manager  
RE: Piggy Back - Annual Construction of General Stormwater Infrastructure

### RECOMMENDATION

I recommend that the Village Council approve piggyback Agreements with Southeastern Engineering Contractors, Inc., David Mancini & Sons, Inc., and GPE Engineering & General Contractor Corp. for Miscellaneous Stormwater Construction and Repair Services for a term of 1 year.

Various work orders may be awarded under these contracts in accordance with established unit prices and costs shall not exceed budgeted funds.

### BACKGROUND

The Village performs miscellaneous stormwater construction and repair work required to maintain the stormwater system. Examples of work include repair of stormwater pipes, catch basins, manholes, french drains, and restoration of pavement, concrete work, curb and gutter.

Staff researched competitively bid contract pricing for these services throughout South Florida in an effort to find more competitive pricing. Awarding a competitively bid piggyback contract is exempt per Section 2-86 Governmental Contracts of the Village Code and is an efficient way to obtain competitive pricing without the administrative staff time required to perform our own competitive process.

The agreements with Southeastern Engineering Contractors, Inc., David Mancini & Sons, Inc., and GPE Engineering & General Contractor Corp. based upon the City of Fort Lauderdale Bid No. 12504-613, Project No. 12220 was awarded on June 21, 2021 and expires on May 31, 2023, represents the most advantageous pricing to the Village. In addition, staff has verified Contractor performance with the City of Fort Lauderdale.

Reviewed by Mr. Chad S. Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.



**RESOLUTION NO. 2022 - \_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING PROFESSIONAL SERVICE AGREEMENTS WITH SOUTHEASTERN ENGINEERING CONTRACTORS, INC., DAVID MANCINI & SONS, INC., AND GPE ENGINEERING & GENERAL CONTRACTOR CORP. FOR MISCELLANEOUS STORMWATER CONSTRUCTION AND REPAIR SERVICES ON AN AS-NEEDED BASIS, USING THE TERMS AND CONDITIONS OF THE CITY OF FORT LAUDERDALE CONTRACT COMPETITIVELY AWARDED PURSUANT TO INVITATION TO BID NO. 12504-613; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Key Biscayne (the “Village”) is in need of miscellaneous stormwater construction and repair work to maintain its stormwater system; and

**WHEREAS**, the City of Fort Lauderdale, Florida, issued Invitation to Bid No. 12504-613 on April 27, 2021 (the “ITB”) for Annual Construction of General Stormwater Infrastructure (the “Services”) and competitively awarded a contract to the Contractor pursuant to the ITB (the “Master Contract”); and

**WHEREAS**, the Village desires to engage Southeastern Engineering Contractors, Inc., David Mancini & Sons, Inc., and GPE Engineering & General Contractor Corp. (the “Contractors”), to perform the Services on an as-needed basis; and

**WHEREAS**, in accordance with Section 2-86 of the Village Code of Ordinances, the Village Council seeks to authorize the Village Manager to enter into an agreement for the Services with the Contractors utilizing the terms and conditions of the Master Contract, in substantially the form attached hereto as Exhibit “A” (the “Agreements”); and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE  
VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.**     **Approval.** That the Village Council hereby approves the Agreements with the Contractors, attached hereto as Exhibit "A."

**Section 3.**     **Authorization.** That the Village Council hereby authorizes the Village Manager to execute the Agreements, in substantially the form attached hereto as Exhibit "A," utilizing the terms and conditions of the Master Contract.

**Section 4.**     **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MICHAEL W. DAVEY, MAYOR

ATTEST:

\_\_\_\_\_  
JOCELYN B. KOCH  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE VILLAGE OF KEY BISCAYNE**

**AND**

**[INSERT NAME OF ENTITY]**

**THIS AGREEMENT** (this “Agreement”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, (the “Village”), and **[INSERT NAME OF ENTITY]**, a [State] [type of entity]] (hereinafter, the “Contractor”). Collectively, the Village and the Contractor are referred to as “Parties.”

**WHEREAS**, the Village desires certain Miscellaneous Stormwater Construction and Repair Services; and

**WHEREAS**, the City of Fort Lauderdale, Florida, issued Invitation to Bid No. 12504-613 on April 27, 2021 (the “ITB”) for Annual Construction of General Stormwater Infrastructure (the “Services”) and competitively awarded a contract to Contractor pursuant to the ITB, which contract is attached hereto as Exhibit “A” (the “Master Contract”); and

**WHEREAS**, the Parties wish to incorporate the terms and conditions of the Master Contract in this Agreement, except as otherwise modified or amended herein; and

**WHEREAS**, Section 2-86 of the Village Code of Ordinances (the “Code”) provides that the Village Manager is authorized to enter into bids or contracts entered into by another governmental authority, provided that the governmental authority has gone through a competitive bidding procedure leading to the award of the bid or contract in question which, in the opinion of the Village Manager after consulting with the Village Attorney, is substantially similar to the competitive bidding procedure outlined in the Village Code; and

**WHEREAS**, pursuant to Section 2-86 of the Village Code, the Village desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Village and the Contractor agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the Master Contract, attached hereto as Exhibit “A,” is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Master Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Master Contract, the terms and provisions of this Agreement shall control.

3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Master Contract unless otherwise provided in this Agreement. All references to the City of Fort Lauderdale shall be replaced with the Village of Key Biscayne where applicable.
4. **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.
5. **Amending Section 1.32 of Master Contract.** Section 1.32 of the Master Contract is hereby deleted in its entirety and replaced as follows:

1.32 Task Order – A written agreement between the Village and Contractor defining the particular scope of work to be performed under this Contract which is authorized by the Village Manager or the Village Council pursuant to Section 2-82 of the Village Code of Ordinances, as applicable. When necessary, plans permits and specifications may be provided by the Village to clarify the requirements of the Task Order work. Each Task Order will contain a timeframe in which the work shall be completed in order for the Contractor to avoid being subjected to liquidated damages.

6. **Amending Section 2.21 of Master Contract.** Section 2.1 of the Master Contract is hereby deleted in its entirety and replaced as follows:

2.1 The Contractor shall complete all work as specified or indicated in the Contract Documents. Task Orders outlining the work to be completed by the Contractor must be appropriately authorized by the Village Manager or the Village Council pursuant to Section 2-82 of the Village Code of Ordinances, as applicable. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

ANNUAL CONSTRUCTION OF GENERAL STORMWATER  
INFRASTRUCTURE  
ITB 12504-613 PROJECT 12220

7. **Amending Section 3.1 of Master Contract.** Section 3.1 of the Master Contract is hereby deleted in its entirety and replaced as follows:

3.1 The Project Manager is hereby designated by the Village as **Jake Ozyman**, PE, whose address is **88 W McIntyre Street, Key Biscayne, FL 33149**, telephone number: **(305) 365-7568**, and email address is **jozyman@keybiscayne.fl.gov**. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

8. **Amending Section 7.1 of Master Contract.** Section 7.1 of the Master Contract is hereby deleted in its entirety and replaced as follows:

7.1 Contractor shall submit Applications for Payment, for each executed Task Order, in accordance with the Contract Documents. Applications for Payment will be processed by the Village as authorized by the Village Manager or Village Council, as applicable.

9. **Amending Section 8.14 of Master Contract.** Section 8.14 of the Master Contract is hereby deleted in its entirety and replaced as follows:

8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the Village of Key Biscayne, Miami-Dade County, and the State of Florida.

10. **Amending Section 21.1 of Master Contract.** Section 21.1 of the Master Contract is hereby deleted in its entirety and replaced as follows:

21.1 This Agreement shall be governed by the laws of the State of Florida. Both Parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. Venue for any claim, objection or dispute arising out of this Agreement shall be in Miami-Dade County, Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND VILLAGE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THE PROJECT. CONTRACTOR SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS AGREEMENT.**

11. **Amending Section 22.10 of Master Contract.** Section 22.10 of the Master Contract is hereby amended as follows:

**Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**Custodian of Records: Jocelyn B. Koch**

**Mailing address: 88 West McIntyre Street**

**Key Biscayne, FL 33149**

**Telephone number: 305-365-5506**

**Email: jkoch@keybiscayne.fl.gov**

- 12. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice. This provision shall replace and supersede Section 19.1 of the Master Contract.

To the Village:

Village of Key Biscayne  
Attn: Village Manager  
88 West McIntyre Street  
Key Biscayne, FL 33149  
305-365-5514 (telephone)  
305-365-8936 (facsimile)  
swilliamson@keybiscayne.fl.gov (email)

with copies to:

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Chad Friedman, Esq.  
Village of Key Biscayne Attorney  
2800 Ponce de Leon Boulevard, Suite 1200  
Coral Gables, FL 33134  
cfriedman@wsh-law.com (email)

To the Contractor:

[INSERT CONTRACTOR CONTACT INFORMATION]

**[Remainder of page intentionally left blank. Signature pages follow.]**



**EXHIBIT "A"**

[INSERT COPY OF CITY OF FORT LAUDERDALE CONTRACT]



# **CITY OF FORT LAUDERDALE CONTRACT**

**ANNUAL CONSTRUCTION OF  
GENERAL STORMWATER INFRASTRUCTURE (12504-613)**

**DESCRIPTION**

**Southeastern Engineering Contractors, Inc.**

**CONTRACTOR**

**Unit Price Contract**

**AMOUNT**

**June 1, 2021**

**COMMISSION APPROVAL DATE**

**Exhibit "A"**

CITY OF FORT LAUDERDALE  
CONSTRUCTION AGREEMENT

THIS Agreement made and entered into this 1st day of June, 2021, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and Southeastern Engineering Contractors, Inc., a Florida Corporation (Contractor), ("Party" or collectively "Parties");

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No. 12504-613, Project No. 12220, which was opened on April 27, 2021; and,

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the Project.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

**ARTICLE 1 – DEFINITIONS**

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 Agreement – This written Agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 Application for Payment – The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
- 1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.
- 1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 Bid Documents – Advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and sample agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 Certificate of Substantial Completion - Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.

- 1.7 Change Order - A change order is defined as a written order to the Contractor approved by the City, authorizing a revision of an underlying agreement between the City and the Contractor 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 the contract.
- 1.8 City – The City of Fort Lauderdale, Florida including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, Task Orders, General Conditions, Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.
- Permits on file with the City and/or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.
- 1.10 Contract Price – The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed and each subsequent Task Order.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – When modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

- 1.15 Effective Date of the Agreement – The effective date of the Agreement shall be the date the Contract is executed by the Parties. The Contractor shall provide all required payment and performance bonds and insurances to the City within ten (10) calendar days following the City Commission approval. Upon verification of all bonds and insurances, the City will issue a written notice to proceed (NTP) to the Contractor.
- 1.16 Final Completion Date – The date the Task Order Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.20 Holidays - Those designated non-work days as established by the City Commission of the City of Fort Lauderdale.
- 1.21 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.22 Notice of Award - The written notice by City to the Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.

- 1.23 Notice to Proceed – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run. Contractor will immediately commence work upon receipt of the Notice to Proceed. Task Orders executed under this Contract will contain set timeframes in which the Task Order work shall be started and completed.
- 1.24 Plans - The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and/or are referred to in the Contract Documents and/or Task Orders.
- 1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project – The total construction of the Work to be provided as defined in the Contract Documents and each executed Task Order.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the Contractor. These documents will be signed and sealed by a Professional Engineer or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.31 Substantially Completed Date – A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project. If, at the time of inspection, it is determined the project is substantially completed, the City will issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.
- 1.32 Task Order – A written agreement between the City and Contractor defining the particular scope of work to be performed under this Contract. When necessary, plans, permits and specifications may be provided by the City to clarify the requirements of the Task Order work. Each Task Order will contain a timeframe in which the work shall be completed in order for the Contractor to avoid being subjected to liquidated damages.

- 1.33 Work – The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents and/or Task Order. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.

## ARTICLE 2 – SCOPE OF WORK

- 2.1 The Contractor shall complete all work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE  
ITB 12504-613 PROJECT 12220

- 2.2 All Work for the Project shall be constructed in accordance with the approved plans and Specifications. The Work generally involves:

### PROJECT DESCRIPTION

This project is located throughout the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, the construction and installation of various storm water infrastructure consisting of: catch basins, storm water manholes, piping, exfiltration trenches, tidal valves, swales regrades, retention area, pipe lining, pervious pavements and repair of the aforementioned.

In addition to the storm water infrastructure, the contract covers restoration activated and miscellaneous utility relocations needed to execute these projects. This includes, but not limited to, landscape/hardscape removal and reinstall, pavers/pavement/asphalt removal and reinstall, relocation of various utility pipes and boxes, use of equipment for specialized work, maintenance of traffic, dewatering activities and pollution prevention items.

- 2.3 Within ten (10) days of a Notice to Proceed of the start date noted on each Task Order, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of all personnel employed. The general sequence of the Work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

## ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as **Rares V. Petrica**, whose address is **101 NE 3<sup>rd</sup> Avenue, Suite 1410, Fort Lauderdale, FL 33301-1016**, telephone number: **(954) 828-6720**, and email address is **rpetrica@fortlauderdale.gov**. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

## ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the City and Contractor are incorporated herein and attached to this Agreement, and consist of the following:

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement [Plans (sheets [ N/A ] to [ N/A ] inclusive)].
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions as amended by the Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Addenda number 1 through 4, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law.
- 4.11 Invitation to Bid No., 12504-613, Instructions to Bidders and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., 12504-613, dated April 8, 2021.
- 4.13 Schedule of Completion.
- 4.14 All amendments, modifications, supplements, Task Orders, change orders, and work directive changes, issued on or after the Effective Date of the Agreement.
- 4.15 Any Additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

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

- a. Agreement.
- b. Approved change orders, addenda or amendments.
- c. Specifications (quality) and Drawings (location and quantity).

Exhibit "A"

- d. Supplemental conditions or special terms.
- e. General Terms and Conditions.
- f. This Agreement dated June 1, 2021, and any attachments.
- g. Invitation to Bid No., 12504-613, and the specifications prepared by the City.
- h. Contractor's response to the City's Invitation to Bid No., 12504-613, dated April 8, 2021.
- i. Schedule of Values.
- j. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

## ARTICLE 5 – CONTRACT TIME

- 5.1 The initial contract term shall commence upon the date of award by the City and shall expire **two (2)** years from that date. The City reserves the right to extend the contract for **two (2)** additional **one (1)** year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.2 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.
- 5.3 The Contractor shall mobilize to the project site and begin construction activities within **N/A** calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).



- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.
- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new Task Orders will be assigned after the contract's expiration nor will any new work be performed after that date.

#### **ARTICLE 6 – CONTRACT PRICE**

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7 based on the value of the executed Task Orders issued for this Contract.
- 6.2 The Parties expressly agree that the Contract Price is a unit price contract, in accordance with those line item unit prices contained in the Contractor's ITB response and incorporated by reference herein. The quantities of work in the Proposal are a rough approximation only. The total quantities of work to be included in this Contract and actually performed may vary widely depending upon the work that will be authorized by the City through Task Orders, during the period of this Contract.
- 6.3 The Contract Price constitutes the total compensation payable to Contractor for the cumulative value of each executed Task Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

#### **ARTICLE 7 – PAYMENT PROCEDURES**

- 7.1 Contractor shall submit Applications for Payment, for each executed Task Order, in accordance with the Contract Documents. Applications for Payment will be processed by the City as provided for in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's executed Task Order and corresponding Application for Payment, which shall be submitted by the Contractor between the first (1<sup>st</sup>) and the tenth (10<sup>th</sup>) day after the end of each calendar month for which payment is requested, or upon completion of the work of the executed Task Order. All progress payments will be made on the basis of the progress of the Work completed on the executed Task Order.
- 7.3 Prior to Final Completion of each Task Order, progress payments will be made in an amount equal to ninety-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.

- 7.4 Final Payment: Upon final completion of the Work under each Task Order, the City shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price.
- 7.5 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2020), as amended or revised, provided however, complete and error free pay application is submitted.
- 7.6 The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.
- 7.7 Payment Card Industry (PCI) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement, and prior to agreeing to and execution of each Task Order under this Contract, Contractor makes the following representations upon which the City has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, conducted all necessary extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of each Task Order and associated Contract Documents, the Work, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in each Task Order. Furthermore, Contractor warrants and confirms that it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules,

regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under each Task Order, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Task Order and all other matters which can in any way affect the Work, schedule, or the cost thereof under the Task Order and associated Contract Documents.
- 8.4 The Contractor has also studied on its own, subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the Task Order Work can be completed for the Proposed Price submitted and within the timeframe agreed upon within each Task Order.
- 8.5 Contractor has made or cause to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work under each Task Order at the Contract Prices, within the Contract Time of the specified Task Order and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data related to each Task Order with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents related to each Task Order and the written resolution by City is acceptable to the Contractor.
- 8.8 Labor
- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents for each Task Order. The Contractor shall at all times maintain good discipline and order at the site.
- 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work under each Task Order.
- 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of each Task Order. The Contractor understands and agrees that the superintendent's physical presence on the job

site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Agreement in accordance with Article 17.

- 8.8.4 Where required and necessary, the contractor shall, at all times, have a certified "competent person" assigned to the job site for each Task Order. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work assigned under each Task Order shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in a notice to stop work on a Task Order or termination of the Agreement in accordance with Article 17.

8.9 Materials:

- 8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work under each Task Order.
- 8.9.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.

- 8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 8 a.m. and 5:00 p.m., Monday through Friday.

Unless approved by the City in advance, the Contractor will not perform work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. For any overtime inspection required by City personnel, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. **It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of \$100.00 per hour.** The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and hold harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses.

The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, and the State of Florida.

8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which does not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for, or will be required to replace or restore at no expense to the City all properties and areas not protected or preserved as may be required that is destroyed or damaged.

During the progress of the Work, the Contractor shall keep the premises free from accumulation of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

- 8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

- 8.16.1 Flow of material and equipment from suppliers.
- 8.16.2 The interrelated work with affected utility companies.
- 8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.
- 8.16.4 The effort of independent testing agencies.
- 8.16.5 Notice to affected property owners as may be directed by the Project Manager.
- 8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

- 8.17 Project Record Documents and As-Builts (Record Drawings): Contractor shall be responsible for maintaining up to date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-builts) and a CD of the electronic drawing files created in AutoCAD 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

- 8.18 Safety and Protection:

- 8.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 8.18.1.1 All employees working on the project and other persons who may be affected thereby.



- 8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
- 8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

- 8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.
- 8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.
- 8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the City, from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the City. At such time, a City approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence of any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. Section 9607, as amended or revised, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

- 8.22 No Extended Damages : For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused



by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

- 8.23 No Liens: If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the Work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

- 8.24 Weather Emergencies: Upon issuance of a hurricane watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a hurricane warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available and in the City before, during and immediately after the storm.

Upon issuance of a hurricane warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time it is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

- 8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, pandemics, war, act of Governmental Authority, state of emergency, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 96 hours after such an occurrence. The Contractor shall use its reasonable efforts to minimize such delays. The Contractor shall promptly provide an estimate of the anticipated additional time required to complete the Project.

- 8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Additionally, the Contractor assures that it, the sub recipient or its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate. This additional language must be included in each subcontract the prime Contractor signs with a subcontractor.

## ARTICLE 9 – CITY'S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.
- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.
- 9.5 Cancellation For Unappropriated Funds: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

## ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), in an amount equal to 100% of the value of each Task Order issued as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable

Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2020), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

10.2 Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

### 10.3 Insurance

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

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result

of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

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

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

Contractor's Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

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.

Workers' Compensation and Employer's Liability

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

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

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

#### Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

#### Insurance Certificate Requirements

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



- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

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

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

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

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

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

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

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

**NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON GENERAL LIABILITY POLICIES.**

**ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS,  
CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.

11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.



- 11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1, 11.2.2 and 11.2.3 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.

- 11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other Party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.
- 11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City, remove it from the site and replace it with non-defective Work.
- 11.6 One Year Correction Period After Final Payment: If, within one (1) year after the date of final acceptance of work on each Task Order, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

If the Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

- 11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the City's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contracts Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.
- 11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

## ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents, servants or employees; (c) any and all bodily

injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

- 12.2.2 Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.
- 12.2.4 If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the City.

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes (2020), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

### ARTICLE 13 – CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the City may, from time to time order additions, deletions or revisions in the Work through the issuance of Task Order Amendments. Upon receipt of a Task Order Amendment, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. The City reserves the right to add, delete or modify any or all pay items and/or quantities. All adjustments shall be made on the per unit price basis where unit prices are quoted. Other adjustments, if any, shall be based on a fair and equitable manner per the Contract Documents or mutually negotiated price between the Contractor and City. In the event the Contractor and City cannot come to an agreement on a price or price adjustment, the City shall have the right to complete that item or work by other means without invalidating the Contract. No claim of loss of profit shall be made against the City.
- 13.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

### ARTICLE 14 – CHANGE OF CONTRACT PRICE

Contract Price shall not exceed that which is agreed to in this Agreement. Any increase to the Contract Price shall be executed through an Amendment to this Agreement and approved by the City Commission.

- 14.1 Time for the City to Approve Contract Amendment: Should the cumulative amount of the executed Task Orders exceed the Contract Price, a Contract Amendment must be approved by the City Commission authorizing additional funding for this Contract if it exceeds the threshold established in the City Code.

### ARTICLE 15 – CHANGE OF THE CONTRACT TIME

- 15.1 The Contract Time shall be for **two (2) years** from the date of Commission award subject to **two (2) one (1) year** renewal terms.
- 15.2 All time limits stated in the Contract Documents and within each executed Task Order are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.

- 15.3 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.4 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

## ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work of an executed Task Order within the agreed upon and approved time for said Task Order, the Contractor shall pay to the City the sum of **Five Hundred Dollars (\$500.00)** for each and every calendar day that the completion of the Task Order is delayed beyond the time agreed upon for said Task Order, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each Task Order for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.
- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project

overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

## **ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION**

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City May Terminate Work: The City retains the right to terminate this Agreement as well as any task order, with thirty (30) days prior written notice. Additionally, the City may also terminate this Agreement as well as any task order upon fifteen (15) calendar days' notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor makes a general assignment for the benefit of creditors.
- 17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
- 17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
- 17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- 17.2.5 If the Contractor repeatedly disregards proper safety procedures.
- 17.2.6 If the Contractor disregards any local, state or federal laws or regulations.
- 17.2.7 If the Contractor otherwise violates any provisions of this Agreement.



- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.
- 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.
- 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
- 17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:
- 17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.
- 17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.

17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

17.4.2 Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Contractor, the following shall occur:

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

17.5 Termination for Convenience: This Agreement may be terminated for convenience in writing by City upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.

17.6 Where the Contractor's service has been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.



- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

## ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of Contract Administrator and Contractor shall be submitted to the Consultant for resolution. When either Party has determined that a disputed question, claim, difficulty or dispute, is at an impasse, that party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the Consultant for resolution. The Parties may agree to a proposed resolution at any time without the involvement and determination of the consultant.

- 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.

- 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the Parties hereto, the Party objecting to the determination must notify the other Party and the City Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the City Manager. The City Manager's decision shall be final and binding on the Parties.

- 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.

- 18.1.4 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

- 18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

## ARTICLE 19 – NOTICES

- 19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the City:

City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301-1016

with copies to:

Project Manager and City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301-1016

To the Contractor:

**Eduardo Dominguez, Jr.**  
**Southeastern Engineering Contractors, Inc.**  
**911 NW 209th Ave,**  
**Suite 101**  
**Pembroke Pines, Florida 33029**  
**Telephone: (305) 557-4226**  
**E-mail: [eddie@SoutheasternEng.com](mailto:eddie@SoutheasternEng.com)**

## ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes (2020), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2020), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

Exhibit "A"

- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

#### **ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL**

- 21.1 This Agreement shall be governed by the laws of the State of Florida. Both Parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. Venue for any claim, objection or dispute arising out of this Agreement shall be in Broward County, Florida. **By entering into this Agreement, Contractor and City hereby expressly waive any rights either Party may have to a trial by jury in any civil litigation related to, or arising out of the Project. Contractor shall specifically bind all subcontractors to the provisions of this Agreement.**

#### **ARTICLE 22 – MISCELLANEOUS**

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.

- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2020), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), 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 (2020), as may be amended or revised.
- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2020), 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 City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2020), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

22.9 Attorney Fees: If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Public Records

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:


1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Exhibit "A"

**Southeastern Engineering Contractors, Inc**

Bid Contact **Eduardo Dominguez**  
**ed.sec@comcast.net**  
**Ph 3057862369681**

Address **12054 NW 98th Ave**  
**Hialeah Gardens, FL 33018**

Bid Bond  (Status: A bond with the supplied bid security percentage was not found)

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12504-613--01-01	Base Bid: MOBILIZATION - NIGHT WORK	Supplier Product Code:	First Offer - \$1,280.00	20 / each	\$25,600.00 Y Y
12504-613--01-02	Base Bid: EMERGENCY MOBILIZATION - MOBILIZE WITHIN 24 HR FOR EACH PROJECT	Supplier Product Code:	First Offer - \$1,536.00	20 / each	\$30,720.00 Y
12504-613--01-03	Base Bid: TRAFFIC CONTROL OFFICER	Supplier Product Code:	First Offer - \$64.00	100 / hourly rate	\$6,400.00 Y
12504-613--01-04	Base Bid: WORK ZONE SIGN, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$2.00	2500 / day	\$5,000.00 Y
12504-613--01-05	Base Bid: BARRIER WALL, TEMPORARY, FURNISH AND INSTALL, CONCRETE, UP TO 30 DAYS	Supplier Product Code:	First Offer - \$19.20	1500 / linear foot	\$28,800.00 Y
12504-613--01-06	Base Bid: BARRIER WALL, TEMPORARY, FURNISH AND INSTALL, WATERFILLED, UP TO 30 DAYS	Supplier Product Code:	First Offer - \$12.80	1500 / linear foot	\$19,200.00 Y
12504-613--01-07	Base Bid: CHANNELIZING DEVICE, TYPES I, II, DI, VP, DRUM, OR LCD, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$2.00	5000 / day	\$10,000.00 Y
12504-613--01-08	Base Bid: CHANNELIZING DEVICE, TYPE III, 6 FEET, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$2.60	1000 / day	\$2,600.00 Y
12504-613--01-09	Base Bid: TRAFFIC CONES, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$1.30	5000 / day	\$6,500.00 Y
12504-613--01-10	Base Bid: ARROW BOARD/ADVANCE WARNING ARROW PANEL, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$32.00	50 / day	\$1,600.00 Y
12504-613--01-11	Base Bid: PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$40.00	50 / day	\$2,000.00 Y

Exhibit "A"



12504-613--01-12	Base Bid: PORTABLE REGULATORY, SIGN, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$64.00	25 / day	\$1,600.00	Y
12504-613--01-13	Base Bid: LIGHT TOWER, AMIDA/TEREX AL4000 OR EQUIVALENT, INCLUDES POWER SOURCE (FDOT PAY I	Supplier Product Code:	First Offer - \$256.00	40 / day	\$10,240.00	Y
12504-613--01-14	Base Bid: FDOT CERTIFIED FLAG PERSON (FDOT PAY ITEM NO NA)	Supplier Product Code:	First Offer - \$23.10	1000 / hourly rate	\$23,100.00	Y
12504-613--01-15	Base Bid: ORANGE PLASTIC MESH AND POST(FDOT PAY ITEM NO NA)	Supplier Product Code:	First Offer - \$6.40	500 / linear foot	\$3,200.00	Y
12504-613--01-16	Base Bid: FURNISH AND INSTALL STEEL TRAFFIC PLATES FOR 12-FOOT LANES ½ DAILY RATE (FDOT P	Supplier Product Code:	First Offer - \$115.20	50 / each	\$5,760.00	Y
12504-613--01-17	Base Bid: FURNISH AND INSTALL STEEL TRAFFIC PLATES FOR 12-FOOT LANES ½ WEEKLY RATE (FDOT	Supplier Product Code:	First Offer - \$192.00	50 / each	\$9,600.00	Y
12504-613--01-18	Base Bid: SEDIMENT BARRIER (SILT FENCE)	Supplier Product Code:	First Offer - \$2.60	1500 / linear foot	\$3,900.00	Y
12504-613--01-19	Base Bid: SEDIMENT BASIN/CONTANMENT SYSTEM FOR DEWATERING	Supplier Product Code:	First Offer - \$640.00	100 / day	\$64,000.00	Y
12504-613--01-20	Base Bid: FLOATING TURBIDITY BARRIER	Supplier Product Code:	First Offer - \$12.80	2500 / linear foot	\$32,000.00	Y
12504-613--01-21	Base Bid: INLET PROTECTION	Supplier Product Code:	First Offer - \$76.80	500 / each	\$38,400.00	Y
12504-613--01-22	Base Bid: SURVEY FIELD WORK AS PERFORMED BY CREW (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$166.40	500 / hourly rate	\$83,200.00	Y
12504-613--01-23	Base Bid: UTILITY LOCATING AND EXCAVATION TEST HOLE IN GREEN AREAS (FDOT PAY ITEM NUMBER	Supplier Product Code:	First Offer - \$832.00	50 / each	\$41,600.00	Y
12504-613--01-24	Base Bid: UTILITY LOCATING AND EXCAVATION TEST HOLE IN PAVEMENT AREAS (FDOT PAY ITEM NU	Supplier Product Code:	First Offer - \$1,216.00	50 / each	\$60,800.00	Y
12504-613--01-25	Base Bid: REGULAR EXCAVATION	Supplier Product	First Offer - \$12.80	1700 / cubic yard	\$21,760.00	Y

## Code:

12504-613--01-26	Base Bid: EMBANKMENT	Supplier Product Code:	First Offer - \$19.20	500 / cubic yard	\$9,600.00	Y
12504-613--01-27	Base Bid: FLOWABLE FILL	Supplier Product Code:	First Offer - \$230.40	150 / cubic yard	\$34,560.00	Y
12504-613--01-28	Base Bid: SELECT BEDDING MATERIAL	Supplier Product Code:	First Offer - \$115.20	50 / cubic yard	\$5,760.00	Y
12504-613--01-29	Base Bid: FILL SAND, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$140.80	50 / cubic yard	\$7,040.00	Y
12504-613--01-30	Base Bid: FDOT PAY ITEM NO 145-1: GEOSYNTHETIC REINFORCED SOIL SLOPE	Supplier Product Code:	First Offer - \$46.10	5000 / square foot	\$230,500.00	Y
12504-613--01-31	Base Bid: SWALE EXCAVATION/GRADING/RESTORATION (UP TO 36 INCHES DEEP WITH 1:3 SLOPES OR FL	Supplier Product Code:	First Offer - \$19.20	10000 / square yard	\$192,000.00	Y
12504-613--01-32	Base Bid: RETRO-REFLECTIVE PAVEMENT MARKERS	Supplier Product Code:	First Offer - \$6.40	100 / each	\$640.00	Y
12504-613--01-33	Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, YELLOW, OR BLUE, SOLID, 6 INCHES	Supplier Product Code:	First Offer - \$3.90	1000 / linear foot	\$3,900.00	Y
12504-613--01-34	Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR CROSSWALK AND RO	Supplier Product Code:	First Offer - \$10.30	100 / linear foot	\$1,030.00	Y
12504-613--01-35	Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR STOP LINE OR CRO	Supplier Product Code:	First Offer - \$11.60	100 / linear foot	\$1,160.00	Y
12504-613--01-36	Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SKIP, 10-30 OR 3-9 SKIP, 6	Supplier Product Code:	First Offer - \$3.90	100 / linear foot	\$390.00	Y
12504-613--01-37	Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, ISLAND NOSE	Supplier Product Code:	First Offer - \$6.40	100 / square foot	\$640.00	Y
12504-613--01-38	Base Bid: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, OR YELLOW, SOLID, 6 INCHES	Supplier Product Code:	First Offer - \$6.40	1000 / linear foot	\$6,400.00	Y

Exhibit "A"



12504-613--01-39	Base Bid: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12 INCHES	Supplier Product Code:	First Offer - \$12.80	100 / linear foot	\$1,280.00	Y
12504-613--01-40	Base Bid: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24 INCHES	Supplier Product Code:	First Offer - \$15.40	100 / linear foot	\$1,540.00	Y
12504-613--01-41	Base Bid: THERMOPLASTIC, REMOVE	Supplier Product Code:	First Offer - \$10.30	1000 / square foot	\$10,300.00	Y
12504-613--01-42	Base Bid: CURB OR CURB AND GUTTER REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$6.40	1500 / linear foot	\$9,600.00	Y
12504-613--01-43	Base Bid: REMOVAL OF EXISTING CONCRETE PAVEMENT	Supplier Product Code:	First Offer - \$19.20	3000 / square yard	\$57,600.00	Y
12504-613--01-44	Base Bid: PAVER BLOCK REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$6.40	1500 / square yard	\$9,600.00	Y
12504-613--01-45	Base Bid: REMOVAL AND DISPOSAL OF UNSUITABLE, NON-CONTAMINATED MATERIALS (FDOT PAY ITEM	Supplier Product Code:	First Offer - \$57.60	150 / cubic yard	\$8,640.00	Y
12504-613--01-46	Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 5-7.9 INCHES	Supplier Product Code:	First Offer - \$3.90	2000 / linear foot	\$7,800.00	Y
12504-613--01-47	Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 8-19.9 INCHES	Supplier Product Code:	First Offer - \$15.40	5000 / linear foot	\$77,000.00	Y
12504-613--01-48	Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 20-49.9 INCHES	Supplier Product Code:	First Offer - \$32.00	500 / linear foot	\$16,000.00	Y
12504-613--01-49	Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 50 INCHES OR LARGER	Supplier Product Code:	First Offer - \$70.40	100 / linear foot	\$7,040.00	Y
12504-613--01-50	Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 5-7.9 INCHES	Supplier Product Code:	First Offer - \$25.60	100 / linear foot	\$2,560.00	Y
12504-613--01-51	Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 8-19.9 INCHES	Supplier Product Code:	First Offer - \$25.60	300 / linear foot	\$7,680.00	Y
12504-613--01-52	Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 20-49.9	Supplier Product	First Offer - \$57.60	200 / linear foot	\$11,520.00	Y

INCHES		Code:				
12504-613--01-53	Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 50 INCHES OR LARGER	Supplier Product Code:	First Offer - \$57.60	100 / linear foot	\$5,760.00	Y
12504-613--01-54	Base Bid: STORM/SANITARY STRUCTURE REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$640.00	200 / each	\$128,000.00	Y
12504-613--01-55	Base Bid: LIMEROCK REMOVAL TO A DEPTH OF 8 INCHES (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$15.40	500 / square yard	\$7,700.00	Y
12504-613--01-56	Base Bid: SINGLE POST SIGN, REMOVE	Supplier Product Code:	First Offer - \$102.40	50 / each	\$5,120.00	Y
12504-613--01-57	Base Bid: MILLING EXIST ASPH PAVT, 1 INCH AVG DEPTH, AREA	Supplier Product Code:	First Offer - \$9.00	2500 / square yard	\$22,500.00	Y
12504-613--01-58	Base Bid: CONCRETE SIDEWALK AND DRIVEWAYS, 6 INCHES THICK	Supplier Product Code:	First Offer - \$69.20	1000 / square yard	\$69,200.00	Y
12504-613--01-59	Base Bid: PAVERS, ARCHITECTURAL, ROADWAY	Supplier Product Code:	First Offer - \$92.20	1500 / square yard	\$138,300.00	Y
12504-613--01-60	Base Bid: PAVERS, ARCHITECTURAL, SIDEWALK	Supplier Product Code:	First Offer - \$80.70	1500 / square yard	\$121,050.00	Y
12504-613--01-61	Base Bid: REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 3 INCHES	Supplier Product Code:	First Offer - \$15.40	1000 / square yard	\$15,400.00	Y
12504-613--01-62	Base Bid: REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 4 INCHES	Supplier Product Code:	First Offer - \$16.70	1000 / square yard	\$16,700.00	Y
12504-613--01-63	Base Bid: REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 6 INCHES	Supplier Product Code:	First Offer - \$17.30	3000 / square yard	\$51,900.00	Y
12504-613--01-64	Base Bid: OPTIONAL BASE, BASE GROUP 04 (6 INCHES LIMEROCK)	Supplier Product Code:	First Offer - \$20.50	2500 / square yard	\$51,250.00	Y
12504-613--01-65	Base Bid: TEMPORARY PATCH USING COLD ASPHALTIC MIX, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$231.00	100 / cubic foot	\$23,100.00	Y
12504-613--01-66	Base Bid: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, B, C, D, OR E	Supplier Product Code:	First Offer - \$235.00	500 / ton	\$117,500.00	Y

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BidSync

## Code:

12504-613--01-67	Base Bid: MISCELLANEOUS ASPHALT PAVEMENT	Supplier Product Code:	First Offer - \$345.60	100 / ton	\$34,560.00	Y
12504-613--01-68	Base Bid: CONCRETE CURB & GUTTER, TYPE E	Supplier Product Code:	First Offer - \$25.00	50 / linear foot	\$1,250.00	Y
12504-613--01-69	Base Bid: CONCRETE CURB & GUTTER, TYPE F	Supplier Product Code:	First Offer - \$27.00	1000 / linear foot	\$27,000.00	Y
12504-613--01-70	Base Bid: CONCRETE CURB, TYPE D	Supplier Product Code:	First Offer - \$24.00	2500 / linear foot	\$60,000.00	Y
12504-613--01-71	Base Bid: VALLEY GUTTER-CONCRETE	Supplier Product Code:	First Offer - \$26.00	1000 / linear foot	\$26,000.00	Y
12504-613--01-72	Base Bid: DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$41.00	500 / square foot	\$20,500.00	Y
12504-613--01-73	Base Bid: ADA COMPLIANT CURB RAMP (FDOT PAY ITEM NO NA)	Supplier Product Code:	First Offer - \$1,024.00	20 / each	\$20,480.00	Y
12504-613--01-74	Base Bid: DITCH BOTTOM TYPE C (INDEX 232) LESS THAN 10 FEET	Supplier Product Code:	First Offer - \$4,285.00	100 / each	\$428,500.00	Y
12504-613--01-75	Base Bid: DITCH BOTTOM TYPE D (INDEX 232) LESS THAN 10 FEET	Supplier Product Code:	First Offer - \$4,310.00	20 / each	\$86,200.00	Y
12504-613--01-76	Base Bid: DITCH BOTTOM TYPE 1 1/2 E 1/2 (INDEX 232) LESS THAN 10 FEET	Supplier Product Code:	First Offer - \$4,527.00	20 / each	\$90,540.00	Y
12504-613--01-77	Base Bid: DITCH BOTTOM TYPE 1 1/2 F 1/2 (INDEX 233) LESS THAN 10 FEET	Supplier Product Code:	First Offer - \$5,030.00	10 / each	\$50,300.00	Y
12504-613--01-78	Base Bid: DITCH BOTTOM TYPE 1 1/2 G 1/2 (INDEX 233) LESS THAN 10 FEET	Supplier Product Code:	First Offer - \$7,348.00	10 / each	\$73,480.00	Y
12504-613--01-79	Base Bid: TYPE 1 1/2 C 1/2 CATCH BASIN 24X36 INCHES LESS THAN 10 FEET (FDOT PAY ITEM NUMBER NOT	Supplier Product Code:	First Offer - \$4,177.00	30 / each	\$125,310.00	Y
12504-613--01-80	Base Bid: LARGE RECTANGULAR TYPE 1 1/2 C 1/2 CATCH BASINS WITH TOP	Supplier Product Code:	First Offer - \$5,521.00	100 / each	\$552,100.00	Y

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BidSync

SLABS 4X4 FEET OR TYPE INCHE

Code:

12504-613-01-81	Base Bid: LARGE RECTANGULAR TYPE 1½C1½ CATCH BASINS WITH TOP SLABS 5X5 FEET OR TYPE INCHE	Supplier Product Code:	First Offer - \$5,764.00	100 / each	\$576,400.00	Y
12504-613-01-82	Base Bid: LARGE RECTANGULAR TYPE 1½C1½ CATCH BASINS WITH TOP SLABS 6X6 FEET OR TYPE INCHE	Supplier Product Code:	First Offer - \$7,327.00	1 / each	\$7,327.00	Y
12504-613-01-83	Base Bid: LARGE RECTANGULAR TYPE 1½C1½ CATCH BASINS WITH TOP SLABS 8X8 FEET LESS THAN 10 FE	Supplier Product Code:	First Offer - \$9,498.00	5 / each	\$47,490.00	Y
12504-613-01-84	Base Bid: LARGE RECTANGULAR TYPE 1½C1½ CATCH BASINS WITH TOP SLABS 4X6 FEET LESS THAN 10 FE	Supplier Product Code:	First Offer - \$6,229.00	5 / each	\$31,145.00	Y
12504-613-01-85	Base Bid: LARGE RECTANGULAR TYPE 1½C1½ CATCH BASINS WITH TOP SLABS 4X8 FEET LESS THAN 10 FE	Supplier Product Code:	First Offer - \$7,148.00	5 / each	\$35,740.00	Y
12504-613-01-86	Base Bid: STORM MANHOLE TYPE M- 4 (48 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM	Supplier Product Code:	First Offer - \$4,829.00	100 / each	\$482,900.00	Y
12504-613-01-87	Base Bid: STORM MANHOLE TYPE M- 5 (60 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM	Supplier Product Code:	First Offer - \$5,387.00	5 / each	\$26,935.00	Y
12504-613-01-88	Base Bid: STORM MANHOLE TYPE M- 6 (72 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM	Supplier Product Code:	First Offer - \$7,116.00	5 / each	\$35,580.00	Y
12504-613-01-89	Base Bid: STORM MANHOLE TYPE M- 7 (84 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM	Supplier Product Code:	First Offer - \$9,519.00	3 / each	\$28,557.00	Y
12504-613-01-90	Base Bid: 18 INCHES ADS DRAIN BASIN OR APPROVED EQUAL (FDOT PAY ITEM NUMBER NOT APPLICAB	Supplier Product Code:	First Offer - \$3,654.00	20 / each	\$73,080.00	Y
12504-613-01-91	Base Bid: 24 INCHES ADS DRAIN BASIN OR APPROVED EQUAL (FDOT PAY ITEM NUMBER NOT APPLICAB	Supplier Product Code:	First Offer - \$4,086.00	5 / each	\$20,430.00	Y
12504-613-01-92	Base Bid: 8 INCHES TRENCH DRAIN WITH GRATE 6452 OR APPROVED EQUAL (FDOT PAY ITEM NUMBER N	Supplier Product Code:	First Offer - \$336.00	10 / linear foot	\$3,360.00	Y
12504-613-01-93	Base Bid: 10 INCHES TRENCH DRAIN WITH GRATE 6453 OR APPROVED EQUAL (FDOT PAY ITEM NUMBE	Supplier Product Code:	First Offer - \$354.00	50 / linear foot	\$17,700.00	Y
12504-613-01-94	Base Bid: 12 INCHES TRENCH DRAIN WITH GRATE 6454 OR APPROVED	Supplier Product Code:	First Offer - \$404.00	125 / linear foot	\$50,500.00	Y

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BidSync

EQUAL (FDOT PAY ITEM NUMBER)		Code:				
12504-613-01-95	Base Bid: 15 INCHES TRENCH DRAIN WITH GRATE 6455 OR APPROVED EQUAL (FDOT PAY ITEM NUMBER)	Supplier Product Code:	First Offer - \$421.00	100 / linear foot	\$42,100.00	Y
12504-613-01-96	Base Bid: 18 INCHES TRENCH DRAIN WITH GRATE 6456 OR APPROVED EQUAL (FDOT PAY ITEM NUMBER)	Supplier Product Code:	First Offer - \$446.00	100 / linear foot	\$44,600.00	Y
12504-613-01-97	Base Bid: INLETS, ADJUST	Supplier Product Code:	First Offer - \$896.00	50 / each	\$44,800.00	Y
12504-613-01-98	Base Bid: MANHOLE, ADJUST	Supplier Product Code:	First Offer - \$512.00	50 / each	\$25,600.00	Y
12504-613-01-99	Base Bid: VALVE BOXES, ADJUST	Supplier Product Code:	First Offer - \$256.00	50 / each	\$12,800.00	Y
12504-613-01-100	Base Bid: DRAINAGE STRUCTURES, MISCELLANEOUS, ADJUST	Supplier Product Code:	First Offer - \$1,024.00	50 / each	\$51,200.00	Y
12504-613-01-101	Base Bid: DRAINAGE STRUCTURE MODIFY	Supplier Product Code:	First Offer - \$1,792.00	100 / each	\$179,200.00	Y
12504-613-01-102	Base Bid: INLETS RELOCATING	Supplier Product Code:	First Offer - \$2,578.00	25 / each	\$64,450.00	Y
12504-613-01-103	Base Bid: MANHOLES AND INLETS CLEANING AND SEALING, LESS THAN 10 FEET	Supplier Product Code:	First Offer - \$896.00	50 / each	\$44,800.00	Y
12504-613-01-104	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, LESS THAN 12 INCHES STORM DRAIN (INSTALL	Supplier Product Code:	First Offer - \$86.40	500 / linear foot	\$43,200.00	Y
12504-613-01-105	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, LESS THAN 12 INCHES STORM DRAIN (INSTALL	Supplier Product Code:	First Offer - \$71.20	500 / linear foot	\$35,600.00	Y
12504-613-01-106	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 12 INCHES, 15 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$86.00	2000 / linear foot	\$172,000.00	Y
12504-613-01-107	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12 INCHES, 15 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$78.20	2000 / linear foot	\$156,400.00	Y
12504-613-01-108	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 18 INCHES,	Supplier Product Code:	First Offer - \$119.90	2000 / linear foot	\$239,800.00	Y

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BidSync

## 24 INCHES STORM DRAIN (INSTAL

Code:

12504-613--01-109	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18 INCHES, 24 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$104.80	2000 / linear foot	\$209,600.00	Y
12504-613--01-110	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 30 INCHES, 36 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$197.50	1500 / linear foot	\$296,250.00	Y
12504-613--01-111	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30 INCHES, 36 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$151.40	1500 / linear foot	\$227,100.00	Y
12504-613--01-112	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 42 INCHES, 48 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$298.30	1000 / linear foot	\$298,300.00	Y
12504-613--01-113	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42 INCHES, 48 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$214.80	1000 / linear foot	\$214,800.00	Y
12504-613--01-114	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 54 INCHES, 60 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$410.30	500 / linear foot	\$205,150.00	Y
12504-613--01-115	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 54 INCHES, 60 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$284.10	400 / linear foot	\$113,640.00	Y
12504-613--01-116	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 15 INCHES, 18 INCHES	Supplier Product Code:	First Offer - \$111.00	250 / linear foot	\$27,750.00	Y
12504-613--01-117	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 15 INCHES, 18 INCHES	Supplier Product Code:	First Offer - \$118.30	250 / linear foot	\$29,575.00	Y
12504-613--01-118	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24 INCHES	Supplier Product Code:	First Offer - \$122.00	200 / linear foot	\$24,400.00	Y
12504-613--01-119	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 24 INCHES	Supplier Product Code:	First Offer - \$154.00	200 / linear foot	\$30,800.00	Y
12504-613--01-120	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 30 INCHES, 36 INCHES	Supplier Product Code:	First Offer - \$190.00	150 / linear foot	\$28,500.00	Y
12504-613--01-121	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 30 INCHES, 36 INCHES	Supplier Product Code:	First Offer - \$258.00	150 / linear foot	\$38,700.00	Y
12504-613--01-122	Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, 10 INCHES TO 24	Supplier Product	First Offer - \$400.00	150 / each	\$60,000.00	Y

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BidSync

INCHES, STORM SEWER		Code:				
12504-613-01-123	Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, 30 INCHES, 36 INCHES, STORM SEWER	Supplier Product Code:	First Offer - \$640.00	50 / each	\$32,000.00	Y
12504-613-01-124	Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, 42 INCHES, 48 INCHES, STORM SEWER	Supplier Product Code:	First Offer - \$768.00	50 / each	\$38,400.00	Y
12504-613-01-125	Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, 54 INCHES, 60 INCHES, STORM SEWER	Supplier Product Code:	First Offer - \$1,088.00	50 / each	\$54,400.00	Y
12504-613-01-126	Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, >60 INCHES, STORM SEWER	Supplier Product Code:	First Offer - \$1,280.00	25 / each	\$32,000.00	Y
12504-613-01-127	Base Bid: MITERED END SECTION, OPTIONAL ROUND, 12 INCHES, 15 INCHES, 18 INCHES	Supplier Product Code:	First Offer - \$1,618.00	10 / each	\$16,180.00	Y
12504-613-01-128	Base Bid: MITERED END SECTION, OPTIONAL ROUND, 24 INCHES	Supplier Product Code:	First Offer - \$1,795.00	5 / each	\$8,975.00	Y
12504-613-01-129	Base Bid: MITERED END SECTION, OPTIONAL ROUND, 30 INCHES, 36 INCHES	Supplier Product Code:	First Offer - \$3,899.00	5 / each	\$19,495.00	Y
12504-613-01-130	Base Bid: FRENCH DRAIN, LESS THAN 12 INCHES	Supplier Product Code:	First Offer - \$151.20	100 / linear foot	\$15,120.00	Y
12504-613-01-131	Base Bid: FRENCH DRAIN, 12 TO 18 INCHES	Supplier Product Code:	First Offer - \$156.20	3500 / linear foot	\$546,700.00	Y
12504-613-01-132	Base Bid: FRENCH DRAIN, 24 INCHES	Supplier Product Code:	First Offer - \$175.40	1000 / linear foot	\$175,400.00	Y
12504-613-01-133	Base Bid: STORM SEWER INSPECTION (VIDEO CAMERA)	Supplier Product Code:	First Offer - \$6.40	5000 / linear foot	\$32,000.00	Y
12504-613-01-134	Base Bid: OUTFALL BARNACLE REMOVAL FOR 0-24 INCH PIPES	Supplier Product Code:	First Offer - \$51.20	1000 / linear foot	\$51,200.00	Y
12504-613-01-135	Base Bid: OUTFALL BARNACLE REMOVAL FOR 25-36 INCH PIPES	Supplier Product Code:	First Offer - \$70.40	500 / linear foot	\$35,200.00	Y
12504-613-01-136	Base Bid: OUTFALL BARNACLE REMOVAL FOR 37-48 INCH PIPES	Supplier Product Code:	First Offer - \$76.80	500 / linear foot	\$38,400.00	Y

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BidSync

Code:

12504-613--01-137	Base Bid: OUTFALL BARNACLE REMOVAL FOR 49-60 INCHES PIPES	Supplier Product Code:	First Offer - \$115.20	500 / linear foot	\$57,600.00	Y
12504-613--01-138	Base Bid: OUTFALL BARNACLE REMOVAL FOR 61 INCHES AND GREATER PIPES	Supplier Product Code:	First Offer - \$128.00	250 / linear foot	\$32,000.00	Y
12504-613--01-139	Base Bid: CONCRETE COLLAR AT JOINTS FOR CONNECTING DISSIMILAR TYPES OF PIPE AND CONCRETE P	Supplier Product Code:	First Offer - \$1,800.00	200 / each	\$360,000.00	Y
12504-613--01-140	Base Bid: PIPE LINER, SLIP LINER, 0-24 INCHES	Supplier Product Code:	First Offer - \$200.00	2000 / linear foot	\$400,000.00	Y
12504-613--01-141	Base Bid: PIPE LINER, SLIP LINER, 25-36 INCHES	Supplier Product Code:	First Offer - \$276.00	1000 / linear foot	\$276,000.00	Y
12504-613--01-142	Base Bid: PIPE LINER, SLIP LINER, 37-48 INCHES	Supplier Product Code:	First Offer - \$397.00	500 / linear foot	\$198,500.00	Y
12504-613--01-143	Base Bid: PIPE LINER, SLIP LINER, 49-60 INCHES	Supplier Product Code:	First Offer - \$500.00	500 / linear foot	\$250,000.00	Y
12504-613--01-144	Base Bid: PIPE LINER, SLIP LINER, 61 INCHES AND GREATER	Supplier Product Code:	First Offer - \$700.00	500 / linear foot	\$350,000.00	Y
12504-613--01-145	Base Bid: BALLAST ROCK, FRENCH DRAIN AGGREGATE, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$64.00	100 / cubic yard	\$6,400.00	Y
12504-613--01-146	Base Bid: DEEP WELL INJECTION BOX, STRUCTURE WITH NO OUTFLOW	Supplier Product Code:	First Offer - \$14,454.00	10 / each	\$144,540.00	Y
12504-613--01-147	Base Bid: DEEP WELL INJECTION BOX, STRUCTURE WITH OUTFLOW	Supplier Product Code:	First Offer - \$15,171.00	10 / each	\$151,710.00	Y
12504-613--01-148	Base Bid: DEEP WELL OPEN HOLE , 24 INCHES	Supplier Product Code:	First Offer - \$320.00	2000 / linear foot	\$640,000.00	Y
12504-613--01-149	Base Bid: DEEP WELL CASING	Supplier Product Code:	First Offer - \$352.00	2000 / linear foot	\$704,000.00	Y
12504-613--01-150	Base Bid: (0-23 INCHES) DEEP WELL CLEANING	Supplier Product Code:	First Offer - \$128.00	2000 / linear foot	\$256,000.00	Y

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BidSync

4/27/2021

p. 539

Exhibit "A"



## Code:

12504-613--01-151	Base Bid: (24 INCHES) DEEP WELL CLEANING	Supplier Product Code:	First Offer - \$128.00	2000 / linear foot	\$256,000.00	Y
12504-613--01-152	Base Bid: (25 INCHES AND GREATER) DEEP WELL CLEANING	Supplier Product Code:	First Offer - \$128.00	2000 / linear foot	\$256,000.00	Y
12504-613--01-153	Base Bid: SHEET PILING, STEEL TEMPORARY-CRITICAL	Supplier Product Code:	First Offer - \$35.90	1500 / square foot	\$53,850.00	Y
12504-613--01-154	Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 0-24 INCHES P	Supplier Product Code:	First Offer - \$9.00	2500 / linear foot	\$22,500.00	Y
12504-613--01-155	Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 24-36 INCHES	Supplier Product Code:	First Offer - \$12.80	1000 / linear foot	\$12,800.00	Y
12504-613--01-156	Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 37-48 INCHES	Supplier Product Code:	First Offer - \$19.20	1000 / linear foot	\$19,200.00	Y
12504-613--01-157	Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 49-60 INCHES	Supplier Product Code:	First Offer - \$28.20	1000 / linear foot	\$28,200.00	Y
12504-613--01-158	Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 61 INCHES OR	Supplier Product Code:	First Offer - \$44.80	500 / linear foot	\$22,400.00	Y
12504-613--01-159	Base Bid: WELL POINT SYSTEM COMPLETE, 4 INCHES PUMP, FURNISH AND INSTALL (FDOT PAY ITEM	Supplier Product Code:	First Offer - \$640.00	100 / day	\$64,000.00	Y
12504-613--01-160	Base Bid: WELL POINT SYSTEM COMPLETE, 6 INCHES PUMP, FURNISH AND INSTALL (FDOT PAY ITEM	Supplier Product Code:	First Offer - \$672.00	40 / day	\$26,880.00	Y
12504-613--01-161	Base Bid: WELL POINT SYSTEM COMPLETE, 8 INCHES PUMP, FURNISH AND INSTALL (FDOT PAY ITEM	Supplier Product Code:	First Offer - \$704.00	20 / day	\$14,080.00	Y
12504-613--01-162	Base Bid: BY-PASS PUMP 4 INCHES, FURNISH AND INSTALL (FDOT PAY ITEM NO NA)	Supplier Product Code:	First Offer - \$179.20	200 / day	\$35,840.00	Y
12504-613--01-163	Base Bid: BY-PASS PUMP 6 INCHES, FURNISH AND INSTALL (FDOT PAY ITEM NO NA)	Supplier Product Code:	First Offer - \$192.00	80 / day	\$15,360.00	Y
12504-613--01-164	Base Bid: BY-PASS PUMP 8 INCHES, FURNISH AND INSTALL (FDOT PAY	Supplier Product	First Offer - \$230.40	40 / day	\$9,216.00	Y

C-36(l)

BidSync

ITEM NO NA)		Code:				
12504-613--01-165	Base Bid: 8 TO 12 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INST	Supplier Product Code:	First Offer - \$512.00	200 / each	\$102,400.00	Y
12504-613--01-166	Base Bid: 15-24 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTAL	Supplier Product Code:	First Offer - \$640.00	150 / each	\$96,000.00	Y
12504-613--01-167	Base Bid: 30-42 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTAL	Supplier Product Code:	First Offer - \$1,024.00	100 / each	\$102,400.00	Y
12504-613--01-168	Base Bid: 48-60 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTAL	Supplier Product Code:	First Offer - \$1,280.00	50 / each	\$64,000.00	Y
12504-613--01-169	Base Bid: 60 INCHES AND ABOVE PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDE	Supplier Product Code:	First Offer - \$2,048.00	25 / each	\$51,200.00	Y
12504-613--01-170	Base Bid: RIPRAP, SAND-CEMENT	Supplier Product Code:	First Offer - \$576.00	25 / cubic yard	\$14,400.00	Y
12504-613--01-171	Base Bid: RIPRAP- RUBBLE, BANK AND SHORE	Supplier Product Code:	First Offer - \$512.00	5 / ton	\$2,560.00	Y
12504-613--01-172	Base Bid: RIPRAP, RUBBLE, FURNISH AND INSTALL, DITCH LINING	Supplier Product Code:	First Offer - \$576.00	5 / ton	\$2,880.00	Y
12504-613--01-173	Base Bid: STANDARD 6 FOOT CHAIN LINK FENCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$19.20	2000 / linear foot	\$38,400.00	Y
12504-613--01-174	Base Bid: STANDARD 6 FOOT CHAIN LINK FENCE GATE OPENING, SINGLE, 0-6½ (FDOT PAY ITEM NUM	Supplier Product Code:	First Offer - \$1,024.00	10 / each	\$10,240.00	Y
12504-613--01-175	Base Bid: STANDARD 6 FOOT WOOD PANEL PRESSURE-TREATED FENCE (FDOT PAY ITEM NUMBER NOT AP	Supplier Product Code:	First Offer - \$32.00	1000 / linear foot	\$32,000.00	Y
12504-613--01-176	Base Bid: STANDARD 6 FOOT WOOD PANEL PRESSURE-TREATED FENCE GATE OPENING, SINGLE, 0-6½ (FD	Supplier Product Code:	First Offer - \$1,024.00	5 / each	\$5,120.00	Y
12504-613--01-177	Base Bid: STANDARD 6 FOOT VINYL FENCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$44.80	500 / linear foot	\$22,400.00	Y
12504-613--01-178	Base Bid: STANDARD 6 FOOT VINYL FENCE GATE OPENING, SINGLE, 0-6½	Supplier Product Code:	First Offer - \$1,024.00	5 / each	\$5,120.00	Y

C-36(m)  
BidSync

(FDOT PAY ITEM NUMBER N	Code:					
12504-613--01-179	Base Bid: FDOT PAY ITEM NO 550-60-211: FENCE GATE, TYPE B, SINGLE, 0-6.0 FEET OPENING	Supplier Product Code:	First Offer - \$1,408.00	5 / each	\$7,040.00	Y
12504-613--01-180	Base Bid: FDOT PAY ITEM NO 550-60-212, 550-60-213, OR 550-60-214: FENCE GATE, TYPE B, SI	Supplier Product Code:	First Offer - \$2,176.00	2 / each	\$4,352.00	Y
12504-613--01-181	Base Bid: ADDITIONAL LABORER (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$16.70	5000 / hourly rate	\$83,500.00	Y
12504-613--01-182	Base Bid: MASTER ELECTRICIAN (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$153.60	100 / hourly rate	\$15,360.00	Y
12504-613--01-183	Base Bid: DIVER (REGULAR TIME) (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$320.00	50 / hourly rate	\$16,000.00	Y
12504-613--01-184	Base Bid: QUALIFIED CONSTRUCTION TRAINING QUALIFICATION PROGRAM (CTQP) ASPHALT PAVING LEVE	Supplier Product Code:	First Offer - \$96.00	50 / hourly rate	\$4,800.00	Y
12504-613--01-185	Base Bid: SERVICE TRUCK & OPERATOR, PERSONNEL LIFT TO 35 FT HIGH ACCESS, 4 HR MINIMUM CHAR	Supplier Product Code:	First Offer - \$128.00	100 / hourly rate	\$12,800.00	Y
12504-613--01-186	Base Bid: BUCKET TRUCK & OPERATOR, 50 FT REACH, 4 HR MINIMUM CHARGE (FDOT PAY ITEM NUMBE	Supplier Product Code:	First Offer - \$153.60	100 / hourly rate	\$15,360.00	Y
12504-613--01-187	Base Bid: D3 OR D5 DOZER & OPERATOR (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$128.00	100 / hourly rate	\$12,800.00	Y
12504-613--01-188	Base Bid: CRANE & OPERATOR, INSTALLATIONS LESS THAN 85 FT HIGH AND 22 TON, 4 HR MINIMUM CH	Supplier Product Code:	First Offer - \$384.00	100 / hourly rate	\$38,400.00	Y
12504-613--01-189	Base Bid: VAC TRUCK, 3-PERSON CREW, 4 HR MINIMUM CHARGE (FDOT PAY ITEM NUMBER NOT APPLIC	Supplier Product Code:	First Offer - \$576.00	100 / hourly rate	\$57,600.00	Y
12504-613--01-190	Base Bid: SKID STEER LOADER & OPERATOR, 1,850 LB MINIMUM, 4 HR MINIMUM CHARGE (FDOT PAY IT	Supplier Product Code:	First Offer - \$96.00	100 / hourly rate	\$9,600.00	Y
12504-613--01-191	Base Bid: BOAT/WATER CRAFT WITH MOTOR, 30 FT LENGTH MAXIMUM, 4 HR MINIMUM CHARGE (FDOT PAY	Supplier Product Code:	First Offer - \$512.00	100 / hourly rate	\$51,200.00	Y

Exhibit "A"

12504-613--01-192	Base Bid: DUMP TRUCK & OPERATOR, SINGLE-AXLE, 5 cubic yard MINIMUM CAPACITY, 4 HR MINIMUM	Supplier Product Code:	First Offer - \$76.80	100 / hourly rate	\$7,680.00	Y
12504-613--01-193	Base Bid: ROOT PRUNING/TREE TRIMMING CREW, 3-PERSON CREW (FDOT PAY ITEM NUMBER NOT APPLI	Supplier Product Code:	First Offer - \$384.00	24 / hourly rate	\$9,216.00	Y
12504-613--01-194	Base Bid: CERTIFIED ARBORIST (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$153.60	10 / hourly rate	\$1,536.00	Y
12504-613--01-195	Base Bid: SINGLE POST SIGN, INSTALL	Supplier Product Code:	First Offer - \$576.00	50 / each	\$28,800.00	Y
12504-613--01-196	Base Bid: SINGLE POST SIGN, RELOCATE	Supplier Product Code:	First Offer - \$192.00	50 / each	\$9,600.00	Y
12504-613--01-197	Base Bid: FIRE HYDRANT, ADJUST AND MODIFY	Supplier Product Code:	First Offer - \$1,920.00	10 / each	\$19,200.00	Y
12504-613--01-198	Base Bid: FIRE HYDRANT, RELOCATE	Supplier Product Code:	First Offer - \$4,480.00	10 / each	\$44,800.00	Y
12504-613--01-199	Base Bid: POLLUTION RETARDANT BAFFLE WITH 10 INCHES CLEANOUT ACCESS TO COVER 12-INCH -15 I	Supplier Product Code:	First Offer - \$384.00	50 / each	\$19,200.00	Y
12504-613--01-200	Base Bid: POLLUTION RETARDANT BAFFLE WITH 12 INCHES CLEANOUT ACCESS TO COVER 12-INCH -15 I	Supplier Product Code:	First Offer - \$448.00	100 / each	\$44,800.00	Y
12504-613--01-201	Base Bid: POLLUTION RETARDANT BAFFLE WITH 12 INCHES CLEANOUT ACCESS TO COVER 18-INCH -24 I	Supplier Product Code:	First Offer - \$576.00	100 / each	\$57,600.00	Y
12504-613--01-202	Base Bid: FURNISH AND INSTALL 10 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$3,724.80	50 / each	\$186,240.00	Y
12504-613--01-203	Base Bid: FURNISH AND INSTALL 12 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$5,254.40	50 / each	\$262,720.00	Y
12504-613--01-204	Base Bid: FURNISH AND INSTALL 15 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$8,294.40	50 / each	\$414,720.00	Y
12504-613--01-205	Base Bid: FURNISH AND INSTALL 18 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$10,444.80	50 / each	\$522,240.00	Y

Exhibit "A"

12504-613-01-206	Base Bid: FURNISH AND INSTALL 24 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$14,092.80	25 / each	\$352,320.00	Y
12504-613-01-207	Base Bid: FURNISH AND INSTALL 30 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$19,200.00	25 / each	\$480,000.00	Y
12504-613-01-208	Base Bid: FURNISH AND INSTALL 36 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$24,345.60	20 / each	\$486,912.00	Y
12504-613-01-209	Base Bid: FURNISH AND INSTALL 42 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$33,920.00	10 / each	\$339,200.00	Y
12504-613-01-210	Base Bid: FURNISH AND INSTALL 48 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$51,635.20	10 / each	\$516,352.00	Y
12504-613-01-211	Base Bid: FURNISH AND INSTALL 54 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$74,112.00	10 / each	\$741,120.00	Y
12504-613-01-212	Base Bid: FURNISH AND INSTALL 60 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$97,292.80	10 / each	\$972,928.00	Y
12504-613-01-213	Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI	Supplier Product Code:	First Offer - \$965.20	20 / each	\$19,304.00	Y
12504-613-01-214	Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI	Supplier Product Code:	First Offer - \$1,244.20	10 / each	\$12,442.00	Y
12504-613-01-215	Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI	Supplier Product Code:	First Offer - \$1,490.00	5 / each	\$7,450.00	Y
12504-613-01-216	Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI	Supplier Product Code:	First Offer - \$2,034.00	5 / each	\$10,170.00	Y
12504-613-01-217	Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI	Supplier Product Code:	First Offer - \$2,340.00	5 / each	\$11,700.00	Y
12504-613-01-218	Base Bid: FURNISH AND INSTALL 8 TO 15 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SEA	Supplier Product Code:	First Offer - \$1,920.00	40 / each	\$76,800.00	Y
12504-613-01-219	Base Bid: FURNISH AND INSTALL 18 TO 24 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE	Supplier Product Code:	First Offer - \$2,560.00	25 / each	\$64,000.00	Y

Exhibit "A"

12504-613--01-220	Base Bid: FURNISH AND INSTALL 30 TO 36 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE	Supplier Product Code:	First Offer - \$4,480.00	5 / each	\$22,400.00	Y
12504-613--01-221	Base Bid: FURNISH AND INSTALL 42 TO 48 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE	Supplier Product Code:	First Offer - \$5,760.00	5 / each	\$28,800.00	Y
12504-613--01-222	Base Bid: FURNISH AND INSTALL 54 TO 60 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE	Supplier Product Code:	First Offer - \$7,040.00	3 / each	\$21,120.00	Y
12504-613--01-223	Base Bid: FURNISH AND INSTALL 61 INCH AND ABOVE DRAINAGE OUTFALLS BY CORE DRILLING EXISTIN	Supplier Product Code:	First Offer - \$12,800.00	3 / each	\$38,400.00	Y
12504-613--01-224	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR PIPES 8 INCHES AND UNDER (FDOT PAY ITEM	Supplier Product Code:	First Offer - \$544.00	50 / linear foot	\$27,200.00	Y
12504-613--01-225	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 10 INCHES PIPES (FDOT PAY ITEM NUMBER NO	Supplier Product Code:	First Offer - \$576.00	500 / linear foot	\$288,000.00	Y
12504-613--01-226	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 12 INCHES PIPES (FDOT PAY ITEM NUMBER NO	Supplier Product Code:	First Offer - \$640.00	1000 / linear foot	\$640,000.00	Y
12504-613--01-227	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 15 INCHES PIPES (FDOT PAY ITEM NUMBER NO	Supplier Product Code:	First Offer - \$1,088.00	1500 / linear foot	\$1,632,000.00	Y
12504-613--01-228	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 18 INCHES PIPES (FDOT PAY ITEM NUMBER NO	Supplier Product Code:	First Offer - \$1,152.00	500 / linear foot	\$576,000.00	Y
12504-613--01-229	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 24 INCHES PIPES (FDOT PAY ITEM NUMBER NO	Supplier Product Code:	First Offer - \$1,184.00	300 / linear foot	\$355,200.00	Y
12504-613--01-230	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 30 INCHES PIPES (FDOT PAY ITEM NUMBER NO	Supplier Product Code:	First Offer - \$1,216.00	200 / linear foot	\$243,200.00	Y
12504-613--01-231	Base Bid: DIRECTIONAL BORE, 10 INCHES OR LESS	Supplier Product Code:	First Offer - \$112.90	500 / linear foot	\$56,450.00	Y
12504-613--01-232	Base Bid: DIRECTIONAL BORE, 12 INCHES	Supplier Product Code:	First Offer - \$175.50	500 / linear foot	\$87,750.00	Y
12504-613--01-233	Base Bid: DIRECTIONAL BORE, 15 INCHES	Supplier Product Code:	First Offer - \$233.90	1500 / linear foot	\$350,850.00	Y

Exhibit "A"

12504-613-01-234	Base Bid: DIRECTIONAL BORE, 18 INCHES	Supplier Product Code:	First Offer - \$289.50	1000 / linear foot	\$289,500.00	Y
12504-613-01-235	Base Bid: DIRECTIONAL BORE, 24 INCHES	Supplier Product Code:	First Offer - \$426.70	100 / linear foot	\$42,670.00	Y
12504-613-01-236	Base Bid: DIRECTIONAL BORE, 30 INCHES	Supplier Product Code:	First Offer - \$648.50	100 / linear foot	\$64,850.00	Y
12504-613-01-237	Base Bid: DIRECTIONAL BORE, 36 INCHES	Supplier Product Code:	First Offer - \$894.80	100 / linear foot	\$89,480.00	Y
12504-613-01-238	Base Bid: DIRECTIONAL BORE, 42 INCHES	Supplier Product Code:	First Offer - \$1,446.40	100 / linear foot	\$144,640.00	Y
12504-613-01-239	Base Bid: FERTILIZER 40 LB. BAG, FURNISH AND INSTALL (FDOT PAY ITEM NUMBER NOT APPLICABL	Supplier Product Code:	First Offer - \$102.40	5 / each	\$512.00	Y
12504-613-01-240	Base Bid: ROOT BARRIER, FURNISH AND INSTALL (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$44.80	500 / linear foot	\$22,400.00	Y
12504-613-01-241	Base Bid: TREE REMOVAL, 0-12 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NUMBE	Supplier Product Code:	First Offer - \$512.00	200 / each	\$102,400.00	Y
12504-613-01-242	Base Bid: TREE REMOVAL, 12.1-24 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NU	Supplier Product Code:	First Offer - \$960.00	100 / each	\$96,000.00	Y
12504-613-01-243	Base Bid: TREE REMOVAL, 24.1-48 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NU	Supplier Product Code:	First Offer - \$1,920.00	50 / each	\$96,000.00	Y
12504-613-01-244	Base Bid: TREE REMOVAL, 48.1-60 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NU	Supplier Product Code:	First Offer - \$3,200.00	5 / each	\$16,000.00	Y
12504-613-01-245	Base Bid: TREE REMOVAL, GREATER THAN 60 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY I	Supplier Product Code:	First Offer - \$5,120.00	2 / each	\$10,240.00	Y
12504-613-01-246	Base Bid: STUMP GRINDING/REMOVAL, 0-24 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY I	Supplier Product Code:	First Offer - \$640.00	100 / each	\$64,000.00	Y
12504-613-01-247	Base Bid: STUMP GRINDING/REMOVAL, 24.1-48 INCHES	Supplier Product Code:	First Offer - \$1,024.00	50 / each	\$51,200.00	Y

Exhibit "A"

TRUNK DIAMETER AT BREAST HEIGHT  
(FDOT PA

12504-613--01-248	Base Bid: STUMP GRINDING/REMOVAL, 48.1-60 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PA	Supplier Product Code:	First Offer - \$1,536.00	10 / each	\$15,360.00	Y
12504-613--01-249	Base Bid: STUMP GRINDING/REMOVAL, GREATER THAN 60 INCHES TRUNK DIAMETER AT BREAST HEIGHT	Supplier Product Code:	First Offer - \$1,920.00	5 / each	\$9,600.00	Y
12504-613--01-250	Base Bid: HEDGES AND SHRUBS REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$32.00	2000 / linear foot	\$64,000.00	Y
12504-613--01-251	Base Bid: BAHIA SOD (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$9.00	200 / square yard	\$1,800.00	Y
12504-613--01-252	Base Bid: FDOT PAY ITEM NO 570-1-2: PERFORMANCE TURF, SOD (ST AUGUSTINE, CENTIPEDE, FLOR	Supplier Product Code:	First Offer - \$12.80	5000 / square yard	\$64,000.00	Y
12504-613--01-253	Base Bid: FDOT PAY ITEM NO NA: SALT TOLERANT TURF, SOD (SEASHORE PASPALUM OR APPROVED EQ	Supplier Product Code:	First Offer - \$14.10	2000 / square yard	\$28,200.00	Y
12504-613--01-254	Base Bid: HEDGE REPLACEMENT WITH COMMON NURSERY AVAILABLE PLANTINGS, 3-GALLON CONTAINER (F	Supplier Product Code:	First Offer - \$38.40	500 / each	\$19,200.00	Y
12504-613--01-255	Base Bid: HEDGE REPLACEMENT WITH COMMON NURSERY AVAILABLE PLANTINGS, 7-GALLON CONTAINER (F	Supplier Product Code:	First Offer - \$51.20	500 / each	\$25,600.00	Y
12504-613--01-256	Base Bid: COMMON PALM SPECIES (BISMARCK, DATE, SILVER, CHRISTMAS, ROYAL, THATCH, CABBAGE AN	Supplier Product Code:	First Offer - \$2,304.00	50 / each	\$115,200.00	Y
12504-613--01-257	Base Bid: COMMON TREE SPECIES (LIVE OAK, WILD TAMARIND, GREEN OR SILVER BUTTONWOOD, BALD O	Supplier Product Code:	First Offer - \$2,548.00	50 / each	\$127,400.00	Y

Lot Total \$26,310,469.00

Supplier Total \$26,310,469.00

Exhibit "A"



Annual Construction of General Stormwater Infrastructure  
Southeastern Engineering Contractors, Inc.  
Project 12220

CITY


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

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By:   
CHRISTOPHER J. LAGERBLOOM  
City Manager

Date: July 2, 2021

ATTEST:

By:   
JEFFREY A. MODAFFERI  
City Clerk



Approved as to Legal Form:  
Alain E. Boileau, City Attorney


By:   
RHONDA MONTOYA HASAN  
Assistant City Attorney

Exhibit "A"

**CONTRACTOR**

WITNESSES:

[Signature]

Joe P. Pardo  
Print Name

Freddy D. Vargas  
Freddy Vargas  
Print Name

(CORPORATE SEAL)

STATE OF Florida:

COUNTY OF Broward:

SOUTHEASTERN ENGINEERING CONTRACTORS,  
INC.,  
a Florida corporation

By: [Signature]

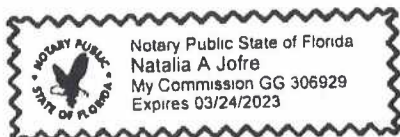
Print Name: Eduardo Dominguez

Title: Pres.

ATTEST:

By: [Signature]  
Secretary

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization, this 8 day of JUNE, 2021, by EDUARDO DOMINGUEZ, as  
PRESIDENT, for SOUTHEASTERN ENGINEERING CONTRACTORS, INC., a Florida  
Corporation.



[Signature]  
(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: N/A

C-38

Exhibit "A"



Brown & Brown of Florida, Inc.  
Miami Division  
14900 NW 79<sup>th</sup> Court, Suite 200  
Miami Lakes, FL 33016-5869  
(305) 364-7800  
Fax (305) 822-5687

June 8, 2021

Re: Southeastern Engineering Contractors, Inc.  
Ft. Lauderdale – Annual Construction of General Stormwater Infrastructure BID 12504-613 - Project 12220

To Whom It May Concern:

Per your request for evidence of bondability, this letter is to advise you that **Southeastern Engineering Contractors, Inc.** is set up for bonding with FCCI Insurance Company. This Surety currently has an A.M. Best Rating of A X.

**Southeastern Engineering Contractors, Inc.** has a good reputation in the construction industry. Based on their past experience, FCCI Insurance may considered single jobs of **\$10,000,000** with an aggregate program of **\$15,000,000**.

As this is a letter of recommendation and not a bid bond, **Brown & Brown of Florida, Inc., FCCI Insurance Company**, their agents and owners accept no liability for its contents. The Surety reserves the right to review each submission and base their final decision as to single job and program limits, upon normal underwriting requirements and conditions, which exist at time of the bond request.

If I can be of further assistance, please feel free to call me.

Sincerely,  
Brown & Brown of Florida, Inc., Miami Division

*Ramon A Rodriguez*

Senior Vice President &  
Attorney-in-fact for  
FCCI Insurance Company



Exhibit "A"



## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Ramon A. Rodriguez; Mayra Rodriguez; Fausto Alvarez, Jr.

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25<sup>TH</sup> day of June, 2020.

Attest: Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company

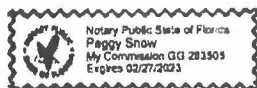


Christina D. Welch  
Christina D. Welch, EVP, General Counsel,  
Chief Audit & Compliance Officer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

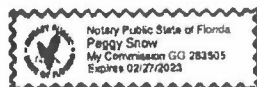


Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 8<sup>th</sup> day of June, 2021

Christina D. Welch  
Christina D. Welch, EVP, General Counsel, Chief Audit &  
Compliance Officer, Secretary FCCI Insurance Company



SOUTENG-01

SNIEDERMEYER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Collinsworth, Alter, Fowler & French, LLC 15050 NW 79th Court Suite 200 Miami Lakes, FL 33016		<b>CONTACT NAME:</b> Susan Niedermeyer <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Sniedermeyer@caffllc.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> American Casualty Co Reading	
		<b>INSURER B:</b> Continental Insurance Company	
		<b>INSURER C:</b> National Union Fire Ins Co of Pittsburgh, PA	
		<b>INSURER D:</b> Valley Forge Life Insurance Co	
		<b>INSURER E:</b> Evanston Insurance Company	
		<b>INSURER F:</b>	

## INSURED

Southeastern Engineering Contractors, Inc.  
 911 NW 209th Ave,  
 Suite 101  
 Pembroke Pines, FL 33029

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>COMMERCIAL GENERAL LIABILITY</b>					
	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	6081171774	9/22/2020	9/22/2021	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	OTHER:					
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>					
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/>	BUA6081171807	9/22/2020	9/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
<b>C</b>	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	BE018034427	9/22/2020	9/22/2021	AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	<input checked="" type="checkbox"/>	WC681171791	9/22/2020	9/22/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<b>E</b>	<b>Pollution Liability</b>	<input checked="" type="checkbox"/>	CPLMOL107068	6/14/2021	8/1/2022	Each/Aggregate \$ 1,000,000

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

Project No. 12220: General Stormwater Infrastructure

The City, a Florida municipal corporation, its officials, employees, and volunteers are named as Additional Insured with regard to the General Liability, Auto Liability, and Pollution Liability, as required by written contract. Waiver of Subrogation applies in favor of the certificate holder to the Workers Compensation, as required by written contract. 30 days notice of cancellation applies, with 10 days notice for non-payment, per the terms and conditions of the policies.

## CERTIFICATE HOLDER

City of Ft Lauderdale  
 100 N Andrews Ave  
 Fort Lauderdale, FL 33301

## 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



# EVIDENCE OF PROPERTY INSURANCE

SNIEDERMEYER

DATE (MM/DD/YYYY)  
6/16/2021

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Collinsworth, Alter, Fowler & French, LLC 15050 NW 79th Court Suite 200 Miami Lakes, FL 33016		PHONE (A/C, No, Ext): (305) 822-7800	COMPANY Zurich/Builders Risk US Assure, Inc. On Behalf of Zurich NA P.O. Box 931794 Atlanta, GA 31193-1794	
FAX (A/C, No): (305) 362-2443	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: SOUTENG-01				
INSURED Southeastern Engineering Contractors, Inc. 911 NW 209th Ave, Suite 101 Pembroke Pines, FL 33029			LOAN NUMBER	POLICY NUMBER BR73876798
			EFFECTIVE DATE 6/16/2021	EXPIRATION DATE 6/16/2022
			<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:				

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	X Builders Risk
COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE			
Location: City of Ft. Lauderdale					
Project No. 12220: General Stormwater Infrastructure					
Limit at any one location - Builders Risk	\$1,000,000	5,000			
Limit per disaster	\$1,000,000	5,000			
Limit at temporary location	\$50,000	5,000			
Transit limit	\$50,000	5,000			


## REMARKS (Including Special Conditions)

--

## 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.

## ADDITIONAL INTEREST

NAME AND ADDRESS  City of Ft Lauderdale 100 N Andrews Ave Fort Lauderdale, FL 33301	<input checked="" type="checkbox"/> ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		

MEMORANDUM

DATE: June 17, 2021  
TO: James Kelly, Sr. Claims Adjuster  
FROM: Maureen Lewis, Procurement Division  
SUBJECT: Project/Bid No. 12220; 12504-613 – Annual Construction of General Stormwater Infrastructure

---

Please review the attachments listed below in connection with the referenced contract:

- ☒ Insurance certificates
- ☒ Surety Bond Capacity Letter

**SURETY BOND REQUIREMENT - Unit Price Contract [Southeastern Eng.]**

If the City's requirements are met, please sign below and return. Thank you.

By:

  
James Kelly  
Sr. Claims Adjuster

Date:



c: Contract

Exhibit "A"



**Bid Bond from**

Surety

Bid Bond Number

Bond Type

Bond Form

Bid Date

Bid ID

Security Percent        %

Job Description

---

Agency ID

Name

Address                    , , ,

Phone

Contact Name

Bond Status

Execution Date

---

Contractor ID

Name

Contractor Tax ID

Assigned Contractor ID

Address                    , , ,

Phone

---

Name

Address                    , , ,

---

Surety ID

Name

NAIC Number

State of Incorporation

Contact

Exhibit "A"

Address

Phone

Terror Rider

Exhibit "A"



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN HAS REGISTERED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING  
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

**DOMINGUEZ, EDUARDO**

SOUTHEASTERN ENGINEERING CONTRACTORS, INC.  
12054 N W 98TH AVE  
HIALEAH GARDENS FL 33018

**LICENSE NUMBER: RG0066528**

**EXPIRATION DATE: AUGUST 31, 2021**

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



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Exhibit "A"

## GENERAL ENGINEERED CONSTRUCTION BUILDER

93-1360

DOMINGUEZ, EDUARDO - QUALIFYING  
 SOUTHEASTERN ENGINEERING CONTRACTORS INC.  
 12054 NW 98 AVE  
 HIALEAH GARDENS FL 33018  
 EXPIRES 08/31/2022

Exhibit "A"



## CERTIFICATE OF COMPETENCY

Detach and SIGN the reverse side of this  
 card IMMEDIATELY upon receipt! You  
 should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card  
 every two years.

DOMINGUEZ, EDUARDO  
 8961 BAHAMAS SWALLOW WAY  
 NAPLES FL 34120

BROWARD COUNTY, FLORIDA  
CERTIFICATE OF COMPETENCY

CC# GENERAL ENGINEERED CONSTRUCTION  
 BUILDER  
 93-1360  
 DOMINGUEZ, EDUARDO - QUALIFYING  
 SOUTHEASTERN ENGINEERING  
 CONTRACTORS INC.  
 12054 NW 98 AVE  
 HIALEAH GARDENS FL 33018

EXPIRES 08/31/2022



SOUTENG-01

SNIEDERMEYER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UNDER THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	<b>CONTACT NAME:</b> Susan Niedermeyer <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL:</b> Sniedermeyer@caffllc.com <b>ADDRESS:</b>	<b>FAX (A/C, No):</b>
INSURER(S) AFFORDING COVERAGE		
<b>INSURED</b>  Southeastern Engineering Contractors, Inc. 12054 NW 98th Avenue Hialeah Gardens, FL 33018	<b>INSURER A:</b> American Casualty Co Reading <b>INSURER B:</b> Continental Insurance Company <b>INSURER C:</b> National Union Fire Ins Co of Pittsburgh, PA <b>INSURER D:</b> Federal Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b>  35289 19445 20281

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR		6081171774	9/22/2020	9/22/2021	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
						OTHER \$
B	AUTOMOBILE LIABILITY					
	X ANY AUTO OWNED AUTOS ONLY	SCHEDULED AUTOS	6081171807	9/22/2020	9/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X HIRED AUTOS ONLY	X NON-OWNED AUTOS ONLY				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
C	UMBRELLA LIAB X OCCUR					
	X EXCESS LIAB CLAIMS-MADE		BE018034427	9/22/2020	9/22/2021	EACH OCCURRENCE \$ 2,000,000
	DED X RETENTION \$	0				AGGREGATE \$ 2,000,000
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	WC681171791	9/22/2020	9/22/2021	X PER STATUTE OTH-ER \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L EACH ACCIDENT \$ 1,000,000
						E L DISEASE - EA EMPLOYEE \$ 1,000,000
						E L DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater		45472831	9/22/2020	9/22/2021	Leased/Rented 500,000

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

## CERTIFICATE HOLDER

## 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

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

EDUARDO DOMINGUEZ  
 911 NW 209 AVE, STE 101  
 PEMBROKE PINES FL 33029

**CITY OF PEMBROKE PINES**  
 601 CITY CENTER WAY, LBTR-4TH FLOOR  
 PEMBROKE PINES, FL 33025

## LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 20190374/01  
 RECEIPT-NO: 203517

RECEIPT-YEAR: OCTOBER 1, 2020 thru SEPTEMBER 30, 2021

BUS-NAME : SOUTHEASTERN ENGINEERING CONTRACTORS, INC.  
 BUS-ADDR : 911 NW 209 AVE, STE 101  
 PEMBROKE PINES FL 33029

### NOTICE

In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

BUS-DESCR : ADMINISTRATION SERVICES

RECEIPT-TYPE: REGULAR LICENSE

BUSINESS-CLASSIFICATION	INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
ADM SER ADMINISTRATIVE SERVICES	0	10/01/2020		P/Pines
SIGN BUSINESS SIGN	1	10/01/2020		P/Pines

Exhibit "A"

CITY OF FORT LAUDERDALE  
PUBLIC WORKS DEPARTMENT

## MINORITY BUSINESS ENTERPRISE (MBE) - WOMEN BUSINESS ENTERPRISE (WBE)

## PRIME CONTRACTOR IDENTIFICATION FORM

In order to assist us in identifying the status of those companies doing business with the City of Fort Lauderdale, this form must be completed and returned with your bid package.

Name of Firm: **Southeastern Engineering Contractors, Inc.**

Address of Firm: **911 NW 209th Ave, Suite 101**

Telephone Number: **3055574226**

Name of Person Completing Form: **Eduardo Dominguez**

Title: **President**

Signature: **Eduardo Dominguez**

Date: **04/08/21**

City Project Number: **12504-613**

City Project Description: **ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE**

Please check the item(s) which properly identify the status of your firm:

- ☒ Our firm is not a MBE or WBE.
- ☐ Our firm is a MBE, as at least 51 percent is owned and operated by one or more socially and economically disadvantaged individuals.
- ☐ American Indian ☐ Asian ☐ Black ☒ Hispanic
- ☐ Our firm is a WBE, as at least 51 percent is owned and operated by one or more women.
- ☐ American Indian ☐ Asian ☐ Black ☐ Hispanic

Exhibit "A"



## MBE/WBE CONTRACTOR INFORMATION

The City, in a continuing effort, is encouraging the increased participation of minority and women-owned businesses in Public Works Department related contracts. Along those lines, we are requiring that each firm provide documentation detailing their own programs for utilizing minority and women-owned businesses.

Submit this information as a part of this bid package and refer to the checklist, to ensure that all areas of concern are covered. The low responsive bidder may be contacted to schedule a meeting to discuss these objectives. It is our intention to proceed as quickly as possible with this project, so your cooperation in this matter is appreciated.

### CONTRACTOR CHECKLIST

- ☒ List Previous City of Fort Lauderdale Contracts  
**1- Annual Storm Drainage Contract**  
**2- Sanitary Pump Station D-45 Replacement**  
**3- Pump Stations D-10 & D-11 Flow Analysis and Redesign**

- ☒ Number of Employees in your firm **18**  
     --Percent (**12%**) Women  
     --Percent (**100%**) Minorities  
     --Job Classifications of Women and Minorities

**Controller/ VP**  
**Purchasing/ Human Resource**  
**PM/Superintendent/Foreman/Operators/Pipelayers/Laborer**

- ☒ Use of minority and/or women subcontractors on past projects.

**Yes**

- ☒ Nature of the work subcontracted to minority and/or women-owned firms.

**Landscaping**

**Striping**

**Controls and Automatization**

- ☒ How are subcontractors notified of available opportunities with your firm?

**By invitation**

- ☒ Anticipated amount to be subcontracted on this project.

**TBD**

- ☒ Anticipated amount to be subcontracted to minority and/or women-owned businesses on this project.

**TBD**

**Exhibit "A"**

## QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: **Southeastern Engineering Contractors, Inc.**

President **Eduardo Dominguez**

Business Address: **911 NW 209th Ave,  
Suite 101, Pembroke Pines, FL 33029**

Telephone: **3055574226**

Fax: **n/a**

E-Mail Address:  
**eddie@SoutheasternEng.com**

What was the last project of this nature which you completed? Include the year, description, and contract value.

**Fort Lauderdale Stormwater Construction Contract \$1,125,000.00**

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

**Katarzyna A. Kulpa,**  
**kkulpa@keybiscayne.fl.gov. Key**  
**Biscayne, 305-365-5556 "Outfall 13 at 14**  
**Harbor Point Construction Project"**  
**Dec. 2020 \$234,302**

**Rares Petrica,**  
**RPetrica@fortlauderdale.gov, 954-828-**  
**6720, "Annual Storm Drainage Contract,**  
**2017, \$1,125,000.00,**

**Carlos Acosta, AcostaC@miamilakes-**  
**fl.gov,(305) 364-6100 Ext.1129**  
**"Miscellaneous Roadway & Drainage**  
**Services" 2018, \$793,943.00**

How many years has your organization been in business? **36**

Have you ever failed to complete work awarded to you; if so, where and why?  
**No**

The name of the qualifying agent for the firm and his position is: **Eduardo Dominguez, Pres**

Certificate of Competency Number of Qualifying Agent: **93-1360**

Effective Date: **12/01/1993** Expiration Date: **08/31/2022**

Licensed in: **Broward / Florida** Engineering Contractor's License # **RG0066528**  
(County/State)

Exhibit "A"

Expiration Date:  
**08/31/2021**

**NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.**

**NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.**

### QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?  
**TBD**
2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.
  - a) **Concrete**
  - b) **Directional drilling**
  - c) **Asphalt**
  - d)
  - e)
  - f)
  - g)
3. What equipment do you own that is available for the work?  
**Excavators, loaders, backhoe, trucks, compactors**
4. What equipment will you purchase for the proposed work?  
**None**
5. What equipment will you rent for the proposed work?  
**None**

Exhibit "A"

**TRENCH SAFETY**

Bidder acknowledges that included in the appropriate bid items of his bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, Florida Statutes 553.60 – 553.64. The bidder further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. <b>Trench Box</b>	<b>LF</b>	<b>500</b>	<b>\$5.00</b>	<b>\$2,500.00</b>
B.			\$	\$
C.			\$	\$
D.			\$	\$

Total: **\$2,500.00**

The bidder certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R. s. 1926.650 Subpart P., and the Florida Trench Safety Act, Florida Statutes 553.60-553.64.

Failure to complete the above may result in the bid being declared non-responsive.

DATE: **04/08/2021**

**Eduardo Dominguez**  
(SIGNATURE)

STATE OF: **Florida**COUNTY OF: **Broward**

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

**Eduardo Dominguez**  
(Name of Individual Signing)

**Eduardo Dominguez**who, after first being duly sworn by me,  
**Natalia Jofre**affixed his/her signature in the space provided above on this **8**day of **April**, 2021.

**Natalia Jofre**  
NOTARY PUBLIC

My Commission Expires: **03/24/23**

Exhibit "A"

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME****RELATIONSHIPS**

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

**Eduardo Dominguez**  
Authorized Signature

**President**  
Title

**Eduardo Dominguez**  
Name (Printed)

**04/08/21**  
Date

**Exhibit "A"**

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**Eduardo Dominguez**  
Authorized Signature

**Eduardo Dominguez President**  
Print Name and Title

**04/08/2021**  
Date

Exhibit "A"

## CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☒ Visa

**Southeastern Engineering Contractors, Inc.**  
Company Name

**Eduardo Dominguez**  
Name (Printed)

**04/08/2021**  
Date

**Eduardo Dominguez**  
Signature

**President**  
Title

Exhibit "A"



**CONSTRUCTION BID CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **Southeastern Engineering Contractors, Inc.**

Address: **911 NW 209th Ave, Suite 101**

City: **Pembroke Pines** State: **FLORIDA** Zip: **33029**

Telephone No.: **3055574226** FAX No.: **N/A** Email: **eddie@SoutheasternEng.com**

Check box if your firm qualifies for MBE / SBE / WBE: ☐

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

<b>Eduardo Dominguez</b>	<b>President</b>	<b>Cindy Dominguez</b>	<b>VP</b>
<b>Name</b>	<b>Title</b>	<b>Name</b>	<b>Title</b>
<b>Eduardo Dominguez</b>	<b>Agent</b>	<b>Name</b>	<b>Title</b>
<b>Name</b>	<b>Title</b>		

**ADDENDUM ACKNOWLEDGEMENT** - Bidder acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<b>1</b>	<b>03/16/2021</b>	<b>2</b>	<b>04/02/2021</b>	<b>3</b>	<b>04/14/2021</b>
<b>4</b>	<b>04/22/2021</b>				

**VARIANCES:** If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

**N/A**

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in

this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

**Submitted by:**

**Eduardo Dominguez**  
Name (printed)

**04/08/2021**  
Date

**Eduardo Dominguez**  
Signature

**President**  
Title

Revised 4/28/2020

Exhibit "A"

## **Solicitation 12504-613**

### **Annual Construction of General Stormwater Infrastructure (P12220)**

**Bid Designation: Public**



**City of Fort Lauderdale**

Exhibit "A"

## Bid 12504-613

### Annual Construction of General Stormwater Infrastructure (P12220)

Bid Number **12504-613**  
 Bid Title **Annual Construction of General Stormwater Infrastructure (P12220)**

Bid Start Date **Mar 5, 2021 8:53:33 AM EST**  
 Bid End Date **Apr 27, 2021 2:00:00 PM EDT**  
 Question & Answer End Date **Mar 25, 2021 5:00:00 PM EDT**

Bid Contact **Maureen Lewis, MBA, CPPB**  
**Senior Procurement Specialist**  
**Finance**  
**954-828-5239**  
**maureenl@fortlauderdale.gov**

Bid Contact **Jim Hemphill**  
**Sr. Procurement Specialist**  
**Procurement Department**  
**954-828-5143**  
**jhemphill@fortlauderdale.gov**

Contract Duration **2 years**  
 Contract Renewal **2 annual renewals**  
 Prices Good for **120 days**

Bid Comments The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide construction services in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

**Sealed bids will be received electronically until 2:00 p.m., local time, on THURSDAY, APRIL 8, 2021, and opened online immediately thereafter for BID NO.,12504-613, PROJECT NO., 12220, ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE.**

**All openings will be held on the BIDSYNC.COM platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access. The opening may also be viewed in real time through a "Zoom meeting" or similar type platform by using the following information:**

**Join Zoom Meeting**

**Phone one-tap:US: +16692545252,,1610225445#,1#,277413# or +16468287666,,1610225445#,1#,277413#**

**Meeting URL:<https://fortlauderdale.zoomgov.com/j/1610225445?pwd=cmJ4emU5Mm5nSkVqQXUrY3VnR1FqZz09>**

**Meeting ID:161 022 5445**

**Password:277413**

**Join by Telephone**

**For higher quality, dial a number based on your current location.**

**Dial: US: +1 669 254 5252 or +1 646 828 7666 or +1 669 216 1590 or +1 551 285 1373**

**Exhibit "A"**

Meeting ID:161 022 5445  
Password:277413

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

This Project is located throughout the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, the construction and installation of various storm water infrastructure consisting of: catch basins, storm water manholes, piping, exfiltration trenches, tidal valves, swales regrades, retention area, pipe lining, pervious pavements and repair of the aforementioned.

In addition to the storm water infrastructure, the contract covers restoration activated and miscellaneous utility relocations needed to execute these projects. This includes, but not limited to, landscape/hardscape removal and reinstall, pavers/pavement/asphalt removal and reinstall, relocation of various utility pipes and boxes, use of equipment for specialized work, maintenance of traffic, dewatering activities and pollution prevention items.

**NOTE: Payment on this contract will be made by Visa or MasterCard.**

**Drawing Plans:** There are no drawing plans for this Project.

**Licensing Requirements:** Possession of Underground contractor's licenses is required for this Project.

**Pre-Bid Meeting/Site visit:** There will not be a pre-bid meeting or site visit for this Invitation to Bid.

However, it will be the sole responsibility of the bidder to inspect the City's locations and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

**Bid Security :** A certified check, cashier's check, bank officer's check or bid bond for TEN percent (10%) of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each offer.

**Bid Bonds:**

Bidders can submit bid bonds for projects four different ways.

- 1) BidSync allows bidders to submit bid bonds electronically directly through their system using Surety 2000. For more information on this feature and to access it, contact BIDSYNC customer care department.
- 2) Bidders may upload their original executed bid bond on BIDSINC to accompany their bids with the electronic proposal, and deliver the original, signed and sealed hard copy within five (5) business days after bid opening, with the company name, bid number and title clearly indicated.
- 3) Bidders can hand deliver their bid bond in a sealed envelope to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.
- 4) Bidders can mail their bid bond to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope. NOTE: Bond must be received in Procurement and time stamped before bid opening.

It will be the sole responsibility of the bidder to ensure that his bid is submitted prior to the bid opening date and time listed. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSINC.COM**

**Certified Checks, Cashier's Checks and Bank Drafts :**

These **CANNOT** be submitted via BIDSINC, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, with the bid number and title clearly indicated on the envelope.

It is the bidder's sole responsibility to ensure that his bid bond or other bid security is received by the Procurement Services Division before time of bid opening. Failure to adhere to this requirement may be grounds

Exhibit "A"

to consider the bid as non-responsive.

The City of Fort Lauderdale reserves the right to waive any informality in any or all bids and to reject any or all bids.

For information concerning technical specifications, please utilize the Question/Answer platform provided by BIDS SYNC at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDS SYNC Site). **Bidders please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance.

Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

Information on bid results and projects currently out to bid can be obtained on the City's website – <http://www.fortlauderdale.gov/departments/finance/procurement-services>. For general inquiries, please call (954) 828-5933.

**Added on Mar 16, 2021:**

**Licensing/Certification requirement has been revised.**

**Added on Apr 14, 2021:**

**Bid date extended to THURSDAY, APRIL 22, 2021.**

**Added on Apr 22, 2021:**

**Bid due date has been extended to 4/27/21.**

#### Addendum # 1

[View Documents](#) [P12226.ADDENDUM 1.pdf](#)

#### Addendum # 2

[View Documents](#) [P12226.ADDENDUM 2.pdf](#)

[Previous Bid Date](#) [Apr 8, 2021 2:00:00 PM EDT](#)

[View Documents](#) [Apr 15, 2021 2:00:00 PM EDT](#)

#### Changes were made to the following items:

PASS-THRU IRRIGATION AND LANDSCAPE ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)

PASS-THRU UNFORSEEN UNDERGROUND CONDITIONS ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)

PASS-THRU PARTS, STRUCTURES, MATERIALS, AND MISCELLANEOUS ITEMS ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)

PASS-THRU SPECIALIZED CONSTRUCTION ACTIVITIES ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)

PASS-THRU PERMIT ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)

#### Addendum # 3

[Previous Bid Date](#) [Apr 15, 2021 2:00:00 PM EDT](#)

[View Documents](#) [Apr 22, 2021 2:00:00 PM EDT](#)

#### Addendum # 4

[Previous Bid Date](#) [Apr 22, 2021 2:00:00 PM EDT](#)

[View Documents](#) [Apr 27, 2021 2:00:00 PM EDT](#)

#### Item Response Form

Item **12504-613-01-01 - Base Bid: MOBILIZATION - NIGHT WORK**  
 Lot Description **Base Bid**  
 Quantity **20 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 20**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 101-1

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Item **12504-613-01-02 - Base Bid: EMERGENCY MOBILIZATION - MOBILIZE WITHIN 24 HR FOR EACH PROJECT**  
 Lot Description **Base Bid**  
 Quantity **20 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 20**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 101-1

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Item **12504-613-01-03 - Base Bid: TRAFFIC CONTROL OFFICER**  
 Lot Description **Base Bid**  
 Quantity **100 hourly rate**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-14

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Item **12504-613-01-04 - Base Bid: WORK ZONE SIGN, FURNISH AND INSTALL**  
 Lot Description **Base Bid**  
 Quantity **2500 day**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 2500**

Exhibit "A"

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-60

Item	<b>12504-613--01-05 - Base Bid: BARRIER WALL, TEMPORARY, FURNISH AND INSTALL, CONCRETE, UP TO 30 DAYS</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>1500 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 1500</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-71-11

Item	<b>12504-613--01-06 - Base Bid: BARRIER WALL, TEMPORARY, FURNISH AND INSTALL, WATERFILLED, UP TO 30 DAYS</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>1500 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 1500</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-71-12

Item	<b>12504-613--01-07 - Base Bid: CHANNELIZING DEVICE, TYPES I, II, DI, VP, DRUM, OR LCD, FURNISH AND INSTALL</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>5000 day</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 5000</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-74-1

Item	<b>12504-613--01-08 - Base Bid: CHANNELIZING DEVICE, TYPE III, 6 FEET, FURNISH AND INSTALL</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>1000 day</b>
Unit Price	

**Exhibit "A"**



Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 1000**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-74-2

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Item **12504-613-01-09 - Base Bid: TRAFFIC CONES, FURNISH AND INSTALL**  
Lot Description **Base Bid**  
Quantity **5000 day**  
Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 5000**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E102-74-9

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Item **12504-613-01-10 - Base Bid: ARROW BOARD/ADVANCE WARNING ARROW PANEL, FURNISH AND INSTALL**  
Lot Description **Base Bid**  
Quantity **50 day**  
Unit Price  
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 50**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-76

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Item **12504-613-01-11 - Base Bid: PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY, FURNISH AND INSTALL**  
Lot Description **Base Bid**  
Quantity **50 day**  
Unit Price  
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 50**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-99

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Item **12504-613-01-12 - Base Bid: PORTABLE REGULATORY, SIGN, FURNISH AND INSTALL**  
Lot Description **Base Bid**

Quantity **25 day**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 25**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-150-1

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Item **12504-613--01-13 - Base Bid: LIGHT TOWER, AMIDA/TEREX AL4000 OR EQUIVALENT, INCLUDES POWER SOURCE (FDOT PAY I**  
 Lot Description **Base Bid**  
 Quantity **40 day**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 40**

**Description**

See description for Light Tower with Power Source in the specifications section

---

Item **12504-613--01-14 - Base Bid: FDOT CERTIFIED FLAG PERSON (FDOT PAY ITEM NO NA)**  
 Lot Description **Base Bid**  
 Quantity **1000 hourly rate**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1000**

**Description**

See description for FDOT Flag Person in the specifications section

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Item **12504-613--01-15 - Base Bid: ORANGE PLASTIC MESH AND POST(FDOT PAY ITEM NO NA)**  
 Lot Description **Base Bid**  
 Quantity **500 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 500**

**Description**

See description for Orange Plastic Mesh and Post in the specifications section

Exhibit "A"

Item **12504-613-01-16 - Base Bid: FURNISH AND INSTALL STEEL TRAFFIC PLATES FOR 12-FOOT LANES ♦ DAILY RATE (FDOT P**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 50**

**Description**

See description for Steel Traffic Plates for up to 12 FEET Lanes in the specifications section

Item **12504-613-01-17 - Base Bid: FURNISH AND INSTALL STEEL TRAFFIC PLATES FOR 12-FOOT LANES ♦ WEEKLY RATE (FDOT**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 50**

**Description**

See description for Steel Traffic Plates for up to 12 FEET Lanes in the specifications section

Item **12504-613-01-18 - Base Bid: SEDIMENT BARRIER (SILT FENCE)**

Lot Description **Base Bid**

Quantity **1500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1500**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 104-10-3

Item **12504-613-01-19 - Base Bid: SEDIMENT BASIN/CONTANMENT SYSTEM FOR DEWATERING**

Lot Description **Base Bid**

Quantity **100 day**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)

Exhibit "A"

See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 104-7

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Item **12504-613-01-20 - Base Bid: FLOATING TURBIDITY BARRIER**  
 Lot Description **Base Bid**  
 Quantity **2500 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 2500**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 104-11

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Item **12504-613-01-21 - Base Bid: INLET PROTECTION**  
 Lot Description **Base Bid**  
 Quantity **500 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 500**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 104-18

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Item **12504-613-01-22 - Base Bid: SURVEY FIELD WORK AS PERFORMED BY CREW (FDOT PAY ITEM NUMBER NOT APPLICABLE)**  
 Lot Description **Base Bid**  
 Quantity **500 hourly rate**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 500**

**Description**

See description for Survey Field Work by Crew in the specifications section

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Item **12504-613-01-23 - Base Bid: UTILITY LOCATING AND EXCAVATION TEST HOLE IN GREEN AREAS (FDOT PAY ITEM NUMBER**  
 Lot Description **Base Bid**

Exhibit "A"

Quantity **50 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 50**

**Description**

See description for Utility Locating and Excavation Test Hole in Green Areas in the specifications section

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Item **12504-613-01-24 - Base Bid: UTILITY LOCATING AND EXCAVATION TEST HOLE IN PAVEMENT AREAS (FDOT PAY ITEM NU**  
 Lot Description **Base Bid**  
 Quantity **50 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 50**

**Description**

See description for Utility Locating and Excavation Test Hole in Paved Areas in the specifications section

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Item **12504-613-01-25 - Base Bid: REGULAR EXCAVATION**  
 Lot Description **Base Bid**  
 Quantity **1700 cubic yard**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1700**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 120-1

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Item **12504-613-01-26 - Base Bid: EMBANKMENT**  
 Lot Description **Base Bid**  
 Quantity **500 cubic yard**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 500**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 120-6

Exhibit "A"

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Item **12504-613-01-27 - Base Bid: FLOWABLE FILL**

Lot Description **Base Bid**

Quantity **150 cubic yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty 150**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 121-70

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Item **12504-613-01-28 - Base Bid: SELECT BEDDING MATERIAL**

Lot Description **Base Bid**

Quantity **50 cubic yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty 50**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 125-3

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Item **12504-613-01-29 - Base Bid: FILL SAND, FURNISH AND INSTALL**

Lot Description **Base Bid**

Quantity **50 cubic yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty 50**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 142-70

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Item **12504-613-01-30 - Base Bid: FDOT PAY ITEM NO 145-1: GEOSYNTHETIC REINFORCED SOIL SLOPE**

Lot Description **Base Bid**

Quantity **5000 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Exhibit "A"

Fort Lauderdale FL 33301

**Qty** 5000**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 145-1

Item	<b>12504-613-01-31 - Base Bid: SWALE EXCAVATION/GRADING/RESTORATION (UP TO 36 INCHES DEEP WITH 1:3 SLOPES OR FL</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>10000 square yard</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty</b> 10000

**Description**

See description for Utility Locating and Swale Excavation, Grading and Restoration in the specifications section

Item	<b>12504-613-01-32 - Base Bid: RETRO-REFLECTIVE PAVEMENT MARKERS</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>100 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty</b> 100

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 706-3

Item	<b>12504-613-01-33 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, YELLOW, OR BLUE, SOLID, 6 INCHES</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>1000 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty</b> 1000

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 710-11-101, 710-11-201, OR 710-11-421

Item	<b>12504-613-01-34 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR CROSSWALK AND RO</b>
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Exhibit "A"

Lot Description **Base Bid**  
 Quantity **100 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 100**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 710-11-123 OR 710-11-22

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Item **12504-613-01-35 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR STOP LINE OR CRO**  
 Lot Description **Base Bid**  
 Quantity **100 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 100**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 710-11-125 OR 710-11-225

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Item **12504-613-01-36 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SKIP, 10-30 OR 3-9 SKIP, 6**  
 Lot Description **Base Bid**  
 Quantity **100 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 100**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 710-11-131 OR 710-11-231

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Item **12504-613-01-37 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, ISLAND NOSE**  
 Lot Description **Base Bid**  
 Quantity **100 square foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 100**

Exhibit "A"



**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 710-11-190 OR 710-11-290

Item	<b>12504-613-01-38 - Base Bid: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, OR YELLOW, SOLID, 6 INCHES</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>1000 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 1000</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 711-1A-BCD

Item	<b>12504-613-01-39 - Base Bid: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12 INCHES</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>100 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 100</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 711-11-123

Item	<b>12504-613-01-40 - Base Bid: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24 INCHES</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>100 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 100</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 711-11-125

Item	<b>12504-613-01-41 - Base Bid: THERMOPLASTIC, REMOVE</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>1000 square foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b>

**Exhibit "A"**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty** 1000

#### Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 711-17

Item	<b>12504-613-01-42 - Base Bid: CURB OR CURB AND GUTTER REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>1500 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty</b> 1500

#### Description

See description for Curb or Curb and Gutter Removal in the specifications section

Item	<b>12504-613-01-43 - Base Bid: REMOVAL OF EXISTING CONCRETE PAVEMENT</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>3000 square yard</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty</b> 3000

#### Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 110-4

Item	<b>12504-613-01-44 - Base Bid: PAVER BLOCK REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>1500 square yard</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty</b> 1500

#### Description

See description for Paver Block Removal in the specifications section

Item	<b>12504-613-01-45 - Base Bid: REMOVAL AND DISPOSAL OF UNSUITABLE, NON-CONTAMINATED MATERIALS (FDOT PAY ITEM)</b>
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Exhibit "A"

Lot Description **Base Bid**  
 Quantity **150 cubic yard**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     See ITB Specifications  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty** 150

**Description**

See description for Removal and Disposal of Unsuitable Non-Contaminated Materials in the specifications section

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Item **12504-613-01-46 - Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 5-7.9 INCHES**  
 Lot Description **Base Bid**  
 Quantity **2000 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     See ITB Specifications  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty** 2000

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-16-003

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Item **12504-613-01-47 - Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 8-19.9 INCHES**  
 Lot Description **Base Bid**  
 Quantity **5000 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     See ITB Specifications  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty** 5000

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-16-004

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Item **12504-613-01-48 - Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 20-49.9 INCHES**  
 Lot Description **Base Bid**  
 Quantity **500 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     See ITB Specifications  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty** 500

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-16-005

Exhibit "A"

Item **12504-613-01-49 - Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 50 INCHES OR LARGER**  
 Lot Description **Base Bid**  
 Quantity **100 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-16-006

Item **12504-613-01-50 - Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 5-7.9 INCHES**  
 Lot Description **Base Bid**  
 Quantity **100 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-18-003

Item **12504-613-01-51 - Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 8-19.9 INCHES**  
 Lot Description **Base Bid**  
 Quantity **300 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 300**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-18-004

Item **12504-613-01-52 - Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 20-49.9 INCHES**  
 Lot Description **Base Bid**  
 Quantity **200 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications

Fort Lauderdale FL 33301

**Qty** 200**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-18-005

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Item	<b>12504-613--01-53 - Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 50 INCHES OR LARGER</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>100 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b>
	<u>See ITB Specifications</u>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty</b> 100

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-18-006

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Item	<b>12504-613--01-54 - Base Bid: STORM/SANITARY STRUCTURE REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>200 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b>
	<u>See ITB Specifications</u>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty</b> 200

**Description**

See description for Storm/Sanitary Structure Removal in the specifications section

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Item	<b>12504-613--01-55 - Base Bid: LIMEROCK REMOVAL TO A DEPTH OF 8 INCHES (FDOT PAY ITEM NUMBER NOT APPLICABLE)</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>500 square yard</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b>
	<u>See ITB Specifications</u>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty</b> 500

**Description**

See description for Limerock Removal and Disposal up to 8 INCHES in the specifications section

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Item	<b>12504-613--01-56 - Base Bid: SINGLE POST SIGN, REMOVE</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>50 each</b>

Exhibit "A"

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 50**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 700-1-60

Item **12504-613-01-57 - Base Bid: MILLING EXIST ASPH PAVT, 1 INCH AVG DEPTH, AREA**  
 Lot Description **Base Bid**  
 Quantity **2500 square yard**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 2500**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 327-70-1

Item **12504-613-01-58 - Base Bid: CONCRETE SIDEWALK AND DRIVEWAYS, 6 INCHES THICK**  
 Lot Description **Base Bid**  
 Quantity **1000 square yard**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1000**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 522-2

Item **12504-613-01-59 - Base Bid: PAVERS, ARCHITECTURAL, ROADWAY**  
 Lot Description **Base Bid**  
 Quantity **1500 square yard**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1500**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 526-1-1

Item **12504-613-01-60 - Base Bid: PAVERS, ARCHITECTURAL, SIDEWALK**

Exhibit "A"

Lot Description **Base Bid**  
 Quantity **1500 square yard**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     See ITB Specifications  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 1500**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 526-1-2

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Item **12504-613-01-61 - Base Bid: REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 3 INCHES**  
 Lot Description **Base Bid**  
 Quantity **1000 square yard**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     See ITB Specifications  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 1000**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 210-1-9

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Item **12504-613-01-62 - Base Bid: REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 4 INCHES**  
 Lot Description **Base Bid**  
 Quantity **1000 square yard**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     See ITB Specifications  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 1000**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 210-1-8

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Item **12504-613-01-63 - Base Bid: REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 6 INCHES**  
 Lot Description **Base Bid**  
 Quantity **3000 square yard**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     See ITB Specifications  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 3000**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 210-1-1

Exhibit "A"

Item	<b>12504-613-01-64 - Base Bid: OPTIONAL BASE, BASE GROUP 04 (6 INCHES LIMEROCK)</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>2500 square yard</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 2500</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 285-704

Item	<b>12504-613-01-65 - Base Bid: TEMPORARY PATCH USING COLD ASPHALTIC MIX, FURNISH AND INSTALL</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>100 cubic foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 100</b>

**Description**

See description for Temporary Cold Patch Asphalt up to 8 INCHES in the specifications section

Item	<b>12504-613-01-66 - Base Bid: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, B, C, D, OR E</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>500 ton</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 500</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 334-1-11, 334-1-12, 334-1-13, 334-1-14, OR 334-1-15

Item	<b>12504-613-01-67 - Base Bid: MISCELLANEOUS ASPHALT PAVEMENT</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>100 ton</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications

Exhibit "A"



Fort Lauderdale FL 33301

**Qty** 100**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 339-1

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Item **12504-613-01-68 - Base Bid: CONCRETE CURB & GUTTER, TYPE E**  
 Lot Description **Base Bid**  
 Quantity **50 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 50

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 520-1-7

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Item **12504-613-01-69 - Base Bid: CONCRETE CURB & GUTTER, TYPE F**  
 Lot Description **Base Bid**  
 Quantity **1000 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 1000

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 520-1-10

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Item **12504-613-01-70 - Base Bid: CONCRETE CURB, TYPE D**  
 Lot Description **Base Bid**  
 Quantity **2500 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 2500

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 520-2-4

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Item **12504-613-01-71 - Base Bid: VALLEY GUTTER- CONCRETE**  
 Lot Description **Base Bid**  
 Quantity **1000 linear foot**  
 Unit Price

Exhibit "A"

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 1000

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 520-3

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Item **12504-613-01-72 - Base Bid: DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT, FURNISH AND INSTALL**  
 Lot Description **Base Bid**  
 Quantity **500 square foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 500

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 527-2

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Item **12504-613-01-73 - Base Bid: ADA COMPLIANT CURB RAMP (FDOT PAY ITEM NO NA)**  
 Lot Description **Base Bid**  
 Quantity **20 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 20

**Description**

See description for ADA Ramp in the specifications section

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Item **12504-613-01-74 - Base Bid: DITCH BOTTOM TYPE C (INDEX 232) LESS THAN 10 FEET**  
 Lot Description **Base Bid**  
 Quantity **100 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 100

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-1-52

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Item **12504-613-01-75 - Base Bid: DITCH BOTTOM TYPE D (INDEX 232) LESS THAN 10 FEET**

Exhibit "A"

Lot Description **Base Bid**  
 Quantity **20 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     See ITB Specifications  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 20**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-1-54

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Item **12504-613-01-76 - Base Bid: DITCH BOTTOM TYPE  $\diamond E \diamond$  (INDEX 232) LESS THAN 10 FEET**  
 Lot Description **Base Bid**  
 Quantity **20 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     See ITB Specifications  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 20**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-1-55

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Item **12504-613-01-77 - Base Bid: DITCH BOTTOM TYPE  $\diamond F \diamond$  (INDEX 233) LESS THAN 10 FEET**  
 Lot Description **Base Bid**  
 Quantity **10 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     See ITB Specifications  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 10**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-1-56



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Item **12504-613-01-78 - Base Bid: DITCH BOTTOM TYPE  $\diamond G \diamond$  (INDEX 233) LESS THAN 10 FEET**  
 Lot Description **Base Bid**  
 Quantity **10 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     See ITB Specifications  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 10**

**Description**



See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-1-57

Exhibit "A"

Item	<b>12504-613-01-79 - Base Bid: TYPE  C  CATCH BASIN 24X36 INCHES LESS THAN 10 FEET (FDOT PAY ITEM NUMBER NOT</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>30 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 30</b>



**Description**

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item	<b>12504-613-01-80 - Base Bid: LARGE RECTANGULAR TYPE  C  CATCH BASINS WITH TOP SLABS 4X4 FEET OR TYPE INCHE SC</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>100 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 100</b>

**Description**

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item	<b>12504-613-01-81 - Base Bid: LARGE RECTANGULAR TYPE  C  CATCH BASINS WITH TOP SLABS 5X5 FEET OR TYPE INCHE SC</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>100 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 100</b>

**Description**

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section



Item	<b>12504-613-01-82 - Base Bid: LARGE RECTANGULAR TYPE  C  CATCH BASINS WITH TOP SLABS 6X6 FEET OR TYPE INCHE SC</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>1 each</b>
Unit Price	

Exhibit "A"

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1**

**Description**

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

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Item **12504-613-01-83 - Base Bid: LARGE RECTANGULAR TYPE C CATCH BASINS WITH TOP SLABS 8X8 FEET LESS THAN 10 FE**

Lot Description **Base Bid**

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 5**

**Description**

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

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Item **12504-613-01-84 - Base Bid: LARGE RECTANGULAR TYPE C CATCH BASINS WITH TOP SLABS 4X6 FEET LESS THAN 10 FE**

Lot Description **Base Bid**

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 5**

**Description**

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

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Item **12504-613-01-85 - Base Bid: LARGE RECTANGULAR TYPE C CATCH BASINS WITH TOP SLABS 4X8 FEET LESS THAN 10 FE**

Lot Description **Base Bid**

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 5**

**Description**

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Exhibit "A"

Item **12504-613--01-86 - Base Bid: STORM MANHOLE TYPE M-4 (48 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM**

Lot Description **Base Bid**

Quantity **100 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-87 - Base Bid: STORM MANHOLE TYPE M-5 (60 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM**

Lot Description **Base Bid**

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 5**

**Description**

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-88 - Base Bid: STORM MANHOLE TYPE M-6 (72 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM**

Lot Description **Base Bid**

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 5**

**Description**

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-89 - Base Bid: STORM MANHOLE TYPE M-7 (84 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM**

Lot Description **Base Bid**

Quantity **3 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications

Exhibit "A"

See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 3**

**Description**

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item	<b>12504-613-01-90 - Base Bid: 18 INCHES ADS DRAIN BASIN OR APPROVED EQUAL (FDOT PAY ITEM NUMBER NOT APPLICAB</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>20 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 20</b>

**Description**

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item	<b>12504-613-01-91 - Base Bid: 24 INCHES ADS DRAIN BASIN OR APPROVED EQUAL (FDOT PAY ITEM NUMBER NOT APPLICAB</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>5 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 5</b>

**Description**

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item	<b>12504-613-01-92 - Base Bid: 8 INCHES TRENCH DRAIN WITH GRATE 6452 OR APPROVED EQUAL (FDOT PAY ITEM NUMBER N</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>10 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 10</b>

**Description**

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item	<b>12504-613-01-93 - Base Bid: 10 INCHES TRENCH DRAIN WITH GRATE 6453 OR APPROVED EQUAL (FDOT PAY</b>
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**Exhibit "A"**

**ITEM NUMBE**

Lot Description **Base Bid**

Quantity **50 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 50**

**Description**

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

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Item **12504-613--01-94 - Base Bid: 12 INCHES TRENCH DRAIN WITH GRATE 6454 OR APPROVED EQUAL (FDOT PAY ITEM NUMBER**

Lot Description **Base Bid**

Quantity **125 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 125**

**Description**

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

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Item **12504-613--01-95 - Base Bid: 15 INCHES TRENCH DRAIN WITH GRATE 6455 OR APPROVED EQUAL (FDOT PAY ITEM NUMBER**

Lot Description **Base Bid**

Quantity **100 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

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Item **12504-613--01-96 - Base Bid: 18 INCHES TRENCH DRAIN WITH GRATE 6456 OR APPROVED EQUAL (FDOT PAY ITEM NUMBER**

Lot Description **Base Bid**

Quantity **100 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications

Exhibit "A"



Fort Lauderdale FL 33301

**Qty** 100**Description**

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

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Item **12504-613-01-97 - Base Bid: INLETS, ADJUST**
Lot Description **Base Bid**Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**See ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

**Qty** 50**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-4

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Item **12504-613-01-98 - Base Bid: MANHOLE, ADJUST**
Lot Description **Base Bid**Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**See ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

**Qty** 50**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-5

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Item **12504-613-01-99 - Base Bid: VALVE BOXES, ADJUST**
Lot Description **Base Bid**Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**See ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

**Qty** 50**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-6

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Item **12504-613-01-100 - Base Bid: DRAINAGE STRUCTURES, MISCELLANEOUS, ADJUST**
Lot Description **Base Bid**Quantity **50 each**

Unit Price

Exhibit "A"

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 50**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-8

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Item **12504-613--01-101 - Base Bid: DRAINAGE STRUCTURE MODIFY**  
 Lot Description **Base Bid**  
 Quantity **100 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-11

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Item **12504-613--01-102 - Base Bid: INLETS RELOCATING**  
 Lot Description **Base Bid**  
 Quantity **25 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 25**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-71

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Item **12504-613--01-103 - Base Bid: MANHOLES AND INLETS CLEANING AND SEALING, LESS THAN 10 FEET**  
 Lot Description **Base Bid**  
 Quantity **50 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 50**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-74-1

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Item **12504-613--01-104 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, LESS THAN 12 INCHES STORM DRAIN (INSTALL**

Exhibit "A"

Lot Description **Base Bid**  
 Quantity **500 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 500**

**Description**

See description for Pipe Culvert Installation in the specifications section

Item **12504-613-01-105 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, LESS THAN 12 INCHES STORM DRAIN (INSTALL**  
 Lot Description **Base Bid**  
 Quantity **500 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 500**

**Description**

See description for Pipe Culvert Installation in the specifications section

Item **12504-613-01-106 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 12 INCHES, 15 INCHES STORM DRAIN (INSTAL**  
 Lot Description **Base Bid**  
 Quantity **2000 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 2000**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-112, 430-174-115

Item **12504-613-01-107 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12 INCHES, 15 INCHES STORM DRAIN (INSTAL**  
 Lot Description **Base Bid**  
 Quantity **2000 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 2000**

Exhibit "A"

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-112, 430-174-115

Item	<b>12504-613-01-108 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 18 INCHES, 24 INCHES STORM DRAIN (INSTAL</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>2000 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> <a href="#">See ITB Specifications</a> Fort Lauderdale FL 33301 <b>Qty 2000</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-118, 430-174-124

Item	<b>12504-613-01-109 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18 INCHES, 24 INCHES STORM DRAIN (INSTAL</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>2000 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> <a href="#">See ITB Specifications</a> Fort Lauderdale FL 33301 <b>Qty 2000</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-118, 430-174-124

Item	<b>12504-613-01-110 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 30 INCHES, 36 INCHES STORM DRAIN (INSTAL</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>1500 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> <a href="#">See ITB Specifications</a> Fort Lauderdale FL 33301 <b>Qty 1500</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-130, 430-174-136

Item	<b>12504-613-01-111 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30 INCHES, 36 INCHES STORM DRAIN (INSTAL</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>1500 linear foot</b>

Unit Price

Delivery Location

**City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty** 1500**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-130, 430-174-136

Item

**12504-613-01-112 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 42 INCHES, 48 INCHES STORM DRAIN (INSTAL**

Lot Description

**Base Bid**

Quantity

**1000 linear foot**

Unit Price

Delivery Location

**City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty** 1000**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-142, 430-174-148

Item

**12504-613-01-113 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42 INCHES, 48 INCHES STORM DRAIN (INSTAL**

Lot Description

**Base Bid**

Quantity

**1000 linear foot**

Unit Price

Delivery Location

**City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty** 1000**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-142, 430-174-148

Item

**12504-613-01-114 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 54 INCHES, 60 INCHES STORM DRAIN (INSTAL**

Lot Description

**Base Bid**

Quantity

**500 linear foot**

Unit Price

Delivery Location

**City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty** 500**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-154, 430-174-160

Exhibit "A"

Item	<b>12504-613-01-115 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 54 INCHES, 60 INCHES STORM DRAIN (INSTAL</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>400 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 400</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-154, 430-174-160

Item	<b>12504-613-01-116 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 15 INCHES, 18 INCHES</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>250 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 250</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-215 OR 430-174-218

Item	<b>12504-613-01-117 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 15 INCHES, 18 INCHES</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>250 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 250</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-215 OR 430-174-218

Item	<b>12504-613-01-118 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24 INCHES</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>200 linear foot</b>
Unit Price	

Exhibit "A"

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 200

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-224

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Item **12504-613-01-119 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 24 INCHES**  
 Lot Description **Base Bid**  
 Quantity **200 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 200

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-224

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Item **12504-613-01-120 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 30 INCHES, 36 INCHES**  
 Lot Description **Base Bid**  
 Quantity **150 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 150

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-230 OR 430-174-236

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Item **12504-613-01-121 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 30 INCHES, 36 INCHES**  
 Lot Description **Base Bid**  
 Quantity **150 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 150

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-230 OR 430-174-236

Exhibit "A"

Item	<b>12504-613-01-122 - Base Bid: CLEANING &amp; SEALING EXISTING PIPE JOINT, 10 INCHES TO 24 INCHES, STORM SEWER</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>150 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 150</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-821-23, 430-821-25, OR 430-821-29

Item	<b>12504-613-01-123 - Base Bid: CLEANING &amp; SEALING EXISTING PIPE JOINT, 30 INCHES, 36 INCHES, STORM SEWER</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>50 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 50</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-821-33 OR 430-821-38

Item	<b>12504-613-01-124 - Base Bid: CLEANING &amp; SEALING EXISTING PIPE JOINT, 42 INCHES, 48 INCHES, STORM SEWER</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>50 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 50</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-821-40 OR 430-821-41

Item	<b>12504-613-01-125 - Base Bid: CLEANING &amp; SEALING EXISTING PIPE JOINT, 54 INCHES, 60 INCHES, STORM SEWER</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>50 each</b>
Unit Price	



Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 50**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-821-42 OR 430-821-43

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Item **12504-613-01-126 - Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, >60 INCHES, STORM SEWER**  
 Lot Description **Base Bid**  
 Quantity **25 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 25**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-821-61

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Item **12504-613-01-127 - Base Bid: MITERED END SECTION, OPTIONAL ROUND, 12 INCHES, 15 INCHES, 18 INCHES**  
 Lot Description **Base Bid**  
 Quantity **10 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 10**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-982-121, 430-982-123, OR 430-982-12

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Item **12504-613-01-128 - Base Bid: MITERED END SECTION, OPTIONAL ROUND, 24 INCHES**  
 Lot Description **Base Bid**  
 Quantity **5 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 5**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-982-129

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Item **12504-613-01-129 - Base Bid: MITERED END SECTION, OPTIONAL ROUND, 30 INCHES, 36 INCHES**

Exhibit "A"

Lot Description **Base Bid**  
 Quantity **5 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     See ITB Specifications  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 5**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-982-133 OR 430-982-138

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Item **12504-613-01-130 - Base Bid: FRENCH DRAIN, LESS THAN 12 INCHES**  
 Lot Description **Base Bid**  
 Quantity **100 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     See ITB Specifications  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 100**

**Description**

See description for French Drain in the specifications section

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Item **12504-613-01-131 - Base Bid: FRENCH DRAIN, 12 TO 18 INCHES**  
 Lot Description **Base Bid**  
 Quantity **3500 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     See ITB Specifications  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 3500**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 443-70-3

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Item **12504-613-01-132 - Base Bid: FRENCH DRAIN, 24 INCHES**  
 Lot Description **Base Bid**  
 Quantity **1000 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     See ITB Specifications  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 1000**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 443-70-4

Exhibit "A"

Item **12504-613-01-133 - Base Bid: STORM SEWER INSPECTION (VIDEO CAMERA)**  
 Lot Description **Base Bid**  
 Quantity **5000 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 5000**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E432-4

Item **12504-613-01-134 - Base Bid: OUTFALL BARNACLE REMOVAL FOR 0-24 INCH PIPES**  
 Lot Description **Base Bid**  
 Quantity **1000 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1000**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-95-1

Item **12504-613-01-135 - Base Bid: OUTFALL BARNACLE REMOVAL FOR 25-36 INCH PIPES**  
 Lot Description **Base Bid**  
 Quantity **500 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 500**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-95-2

Item **12504-613-01-136 - Base Bid: OUTFALL BARNACLE REMOVAL FOR 37-48 INCH PIPES**  
 Lot Description **Base Bid**  
 Quantity **500 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications

Exhibit "A"

Fort Lauderdale FL 33301

**Qty** 500**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-95-3

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Item	<b>12504-613-01-137 - Base Bid: OUTFALL BARNACLE REMOVAL FOR 49-60 INCHES PIPES</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>500 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty</b> 500

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-95-4

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Item	<b>12504-613-01-138 - Base Bid: OUTFALL BARNACLE REMOVAL FOR 61 INCHES AND GREATER PIPES</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>250 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty</b> 250

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-95-5

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Item	<b>12504-613-01-139 - Base Bid: CONCRETE COLLAR AT JOINTS FOR CONNECTING DISSIMILAR TYPES OF PIPE AND CONCRETE P</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>200 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty</b> 200

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-96

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Item	<b>12504-613-01-140 - Base Bid: PIPE LINER, SLIP LINER, 0-24 INCHES</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>2000 linear foot</b>
Unit Price	

Exhibit "A"

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 2000**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 431-1-32

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Item **12504-613--01-141 - Base Bid: PIPE LINER, SLIP LINER, 25-36 INCHES**  
Lot Description **Base Bid**  
Quantity **1000 linear foot**  
Unit Price  
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 1000**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 431-1-33

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Item **12504-613--01-142 - Base Bid: PIPE LINER, SLIP LINER, 37-48 INCHES**  
Lot Description **Base Bid**  
Quantity **500 linear foot**  
Unit Price  
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 500**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 431-1-34

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Item **12504-613--01-143 - Base Bid: PIPE LINER, SLIP LINER, 49-60 INCHES**  
Lot Description **Base Bid**  
Quantity **500 linear foot**  
Unit Price  
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 500**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 431-1-35

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Item **12504-613--01-144 - Base Bid: PIPE LINER, SLIP LINER, 61 INCHES AND GREATER**  
Lot Description **Base Bid**

Quantity **500 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
[See ITB Specifications](#)  
 Fort Lauderdale FL 33301  
**Qty 500**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 431-1-36

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Item **12504-613-01-145 - Base Bid: BALLAST ROCK, FRENCH DRAIN AGGREGATE, FURNISH AND INSTALL**  
 Lot Description **Base Bid**  
 Quantity **100 cubic yard**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
[See ITB Specifications](#)  
 Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See description for French Drain Aggregate in the specifications section

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Item **12504-613-01-146 - Base Bid: DEEP WELL INJECTION BOX, STRUCTURE WITH NO OUTFLOW**  
 Lot Description **Base Bid**  
 Quantity **10 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
[See ITB Specifications](#)  
 Fort Lauderdale FL 33301  
**Qty 10**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-74-1

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Item **12504-613-01-147 - Base Bid: DEEP WELL INJECTION BOX, STRUCTURE WITH OUTFLOW**  
 Lot Description **Base Bid**  
 Quantity **10 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
[See ITB Specifications](#)  
 Fort Lauderdale FL 33301  
**Qty 10**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-74-1

Exhibit "A"

Item **12504-613-01-148 - Base Bid: DEEP WELL OPEN HOLE , 24 INCHES**  
 Lot Description **Base Bid**  
 Quantity **2000 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 2000**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-70-11

Item **12504-613-01-149 - Base Bid: DEEP WELL CASING**  
 Lot Description **Base Bid**  
 Quantity **2000 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 2000**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-71-11

Item **12504-613-01-150 - Base Bid: (0-23 INCHES) DEEP WELL CLEANING**  
 Lot Description **Base Bid**  
 Quantity **2000 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 2000**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-71-10

Item **12504-613-01-151 - Base Bid: (24 INCHES) DEEP WELL CLEANING**  
 Lot Description **Base Bid**  
 Quantity **2000 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 2000**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-71-11

Exhibit "A"

Item **12504-613--01-152 - Base Bid: (25 INCHES AND GREATER) DEEP WELL CLEANING**  
 Lot Description **Base Bid**  
 Quantity **2000 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
[See ITB Specifications](#)  
 Fort Lauderdale FL 33301  
**Qty 2000**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-71-12

Item **12504-613--01-153 - Base Bid: SHEET PILING, STEEL TEMPORARY-CRITICAL**  
 Lot Description **Base Bid**  
 Quantity **1500 square foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
[See ITB Specifications](#)  
 Fort Lauderdale FL 33301  
**Qty 1500**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 455-133-2

Item **12504-613--01-154 - Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 0-24 INCHES P**  
 Lot Description **Base Bid**  
 Quantity **2500 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
[See ITB Specifications](#)  
 Fort Lauderdale FL 33301  
**Qty 2500**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E430-94-1

Item **12504-613--01-155 - Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 24-36 INCHES**  
 Lot Description **Base Bid**  
 Quantity **1000 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)

Exhibit "A"



See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty** 1000

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E430-94-2

Item	<b>12504-613-01-156 - Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO &amp; FINISHED CD OR DVD, 37-48 INCHES</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>1000 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty</b> 1000

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E430-94-3

Item	<b>12504-613-01-157 - Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO &amp; FINISHED CD OR DVD, 49-60 INCHES</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>1000 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty</b> 1000

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E430-94-4

Item	<b>12504-613-01-158 - Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO &amp; FINISHED CD OR DVD, 61 INCHES OR</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>500 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty</b> 500

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E430-94-5

Item	<b>12504-613-01-159 - Base Bid: WELL POINT SYSTEM COMPLETE, 4 INCHES PUMP, FURNISH AND INSTALL</b>
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**Exhibit "A"**

**(FDOT PAY ITEM**

Lot Description **Base Bid**  
 Quantity **100 day**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See description for Well Point Dewatering System in the specifications section

Item **12504-613-01-160 - Base Bid: WELL POINT SYSTEM COMPLETE, 6 INCHES PUMP, FURNISH AND INSTALL (FDOT PAY ITEM)**  
 Lot Description **Base Bid**  
 Quantity **40 day**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 40**

**Description**

See description for Well Point Dewatering System in the specifications section

Item **12504-613-01-161 - Base Bid: WELL POINT SYSTEM COMPLETE, 8 INCHES PUMP, FURNISH AND INSTALL (FDOT PAY ITEM)**  
 Lot Description **Base Bid**  
 Quantity **20 day**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 20**

**Description**

See description for Well Point Dewatering System in the specifications section

Item **12504-613-01-162 - Base Bid: BY-PASS PUMP 4 INCHES, FURNISH AND INSTALL (FDOT PAY ITEM NO NA)**  
 Lot Description **Base Bid**  
 Quantity **200 day**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 200**

**Exhibit "A"**

**Description**

See description for By-pass Pump in the specifications section

Item	<b>12504-613-01-163 - Base Bid: BY-PASS PUMP 6 INCHES, FURNISH AND INSTALL (FDOT PAY ITEM NO NA)</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>80 day</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 80</b>

**Description**

See description for By-pass Pump in the specifications section

Item	<b>12504-613-01-164 - Base Bid: BY-PASS PUMP 8 INCHES, FURNISH AND INSTALL (FDOT PAY ITEM NO NA)</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>40 day</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 40</b>

**Description**

See description for By-pass Pump in the specifications section

Item	<b>12504-613-01-165 - Base Bid: 8 TO 12 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INST</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>200 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 200</b>

**Description**

See description for Drainage Line Plugs in the specifications section

Item	<b>12504-613-01-166 - Base Bid: 15-24 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTAL</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>150 each</b>
Unit Price	

Exhibit "A"

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 150

**Description**

See description for Drainage Line Plugs in the specifications section

Item **12504-613-01-167 - Base Bid: 30-42 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTAL**

Lot Description **Base Bid**

Quantity **100 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 100

**Description**

See description for Drainage Line Plugs in the specifications section

Item **12504-613-01-168 - Base Bid: 48-60 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTAL**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 50

**Description**

See description for Drainage Line Plugs in the specifications section

Item **12504-613-01-169 - Base Bid: 60 INCHES AND ABOVE PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDE**

Lot Description **Base Bid**

Quantity **25 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 25

**Description**

See description for Drainage Line Plugs in the specifications section

Exhibit "A"

Item **12504-613-01-170 - Base Bid: RIPRAP, SAND-CEMENT**  
 Lot Description **Base Bid**  
 Quantity **25 cubic yard**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 25**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 530-1

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Item **12504-613-01-171 - Base Bid: RIPRAP- RUBBLE, BANK AND SHORE**  
 Lot Description **Base Bid**  
 Quantity **5 ton**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 5**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 530-3-3

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Item **12504-613-01-172 - Base Bid: RIPRAP, RUBBLE, FURNISH AND INSTALL, DITCH LINING**  
 Lot Description **Base Bid**  
 Quantity **5 ton**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 5**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 530-3-4

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Item **12504-613-01-173 - Base Bid: STANDARD 6 FOOT CHAIN LINK FENCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)**  
 Lot Description **Base Bid**  
 Quantity **2000 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 2000**

Exhibit "A"

**Description**

See description for Fencing and Gates in the specifications section

Item	<b>12504-613-01-174 - Base Bid: STANDARD 6 FOOT CHAIN LINK FENCE GATE OPENING, SINGLE, 0-6 (FDOT PAY ITEM NUM</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>10 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 10</b>

**Description**

See description for Fencing and Gates in the specifications section

Item	<b>12504-613-01-175 - Base Bid: STANDARD 6 FOOT WOOD PANEL PRESSURE-TREATED FENCE (FDOT PAY ITEM NUMBER NOT AP</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>1000 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 1000</b>

**Description**

See description for Fencing and Gates in the specifications section

Item	<b>12504-613-01-176 - Base Bid: STANDARD 6 FOOT WOOD PANEL PRESSURE-TREATED FENCE GATE OPENING, SINGLE, 0-6 (FD</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>5 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 5</b>

**Description**

See description for Fencing and Gates in the specifications section

Item	<b>12504-613-01-177 - Base Bid: STANDARD 6 FOOT VINYL FENCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>500 linear foot</b>
Unit Price	

Exhibit "A"

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 500**

**Description**

See description for Fencing and Gates in the specifications section

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Item **12504-613-01-178 - Base Bid: STANDARD 6 FOOT VINYL FENCE GATE OPENING, SINGLE, 0-6 (FDOT PAY ITEM NUMBER N**  
 Lot Description **Base Bid**  
 Quantity **5 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 5**

**Description**

See description for Fencing and Gates in the specifications section

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Item **12504-613-01-179 - Base Bid: FDOT PAY ITEM NO 550-60-211: FENCE GATE, TYPE B, SINGLE, 0-6.0 FEET OPENING**  
 Lot Description **Base Bid**  
 Quantity **5 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 5**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 550-60-211

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Item **12504-613-01-180 - Base Bid: FDOT PAY ITEM NO 550-60-212, 550-60-213, OR 550-60-214: FENCE GATE, TYPE B, SI**  
 Lot Description **Base Bid**  
 Quantity **2 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 2**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 550-60-212, 550-60-213, OR 550-60-214

Exhibit "A"

Item **12504-613-01-181 - Base Bid: ADDITIONAL LABORER (FDOT PAY ITEM NUMBER NOT APPLICABLE)**  
 Lot Description **Base Bid**  
 Quantity **5000 hourly rate**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 5000**

**Description**

See description for Miscellaneous Hourly Rates in the specifications section

Item **12504-613-01-182 - Base Bid: MASTER ELECTRICIAN (FDOT PAY ITEM NUMBER NOT APPLICABLE)**  
 Lot Description **Base Bid**  
 Quantity **100 hourly rate**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 100**

**Description**

See description for Miscellaneous Hourly Rates in the specifications section

Item **12504-613-01-183 - Base Bid: DIVER (REGULAR TIME) (FDOT PAY ITEM NUMBER NOT APPLICABLE)**  
 Lot Description **Base Bid**  
 Quantity **50 hourly rate**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 50**

**Description**

See description for Miscellaneous Hourly Rates in the specifications section

Item **12504-613-01-184 - Base Bid: QUALIFIED CONSTRUCTION TRAINING QUALIFICATION PROGRAM (CTQP) ASPHALT PAVING LEVE**  
 Lot Description **Base Bid**  
 Quantity **50 hourly rate**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications

Exhibit "A"



Fort Lauderdale FL 33301

**Qty** 50**Description**

See description for Miscellaneous Hourly Rates in the specifications section

Item	<b>12504-613-01-185 - Base Bid: SERVICE TRUCK &amp; OPERATOR, PERSONNEL LIFT TO 35 FT HIGH ACCESS, 4 HR MINIMUM CHAR</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>100 hourly rate</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty</b> 100

**Description**

See description for Miscellaneous Hourly Rates in the specifications section

Item	<b>12504-613-01-186 - Base Bid: BUCKET TRUCK &amp; OPERATOR, 50 FT REACH, 4 HR MINIMUM CHARGE (FDOT PAY ITEM NUMBE</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>100 hourly rate</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty</b> 100

**Description**

See description for Miscellaneous Hourly Rates in the specifications section

Item	<b>12504-613-01-187 - Base Bid: D3 OR D5 DOZER &amp; OPERATOR (FDOT PAY ITEM NUMBER NOT APPLICABLE)</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>100 hourly rate</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty</b> 100

**Description**

See description for Miscellaneous Hourly Rates in the specifications section

Item	<b>12504-613-01-188 - Base Bid: CRANE &amp; OPERATOR, INSTALLATIONS LESS THAN 85 FT HIGH AND 22 TON, 4 HR MINIMUM CH</b>
Lot Description	<b>Base Bid</b>

Exhibit "A"

Quantity **100 hourly rate**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See description for Miscellaneous Hourly Rates in the specifications section

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Item **12504-613-01-189 - Base Bid: VAC TRUCK, 3-PERSON CREW, 4 HR MINIMUM CHARGE (FDOT PAY ITEM NUMBER NOT APPLIC)**  
 Lot Description **Base Bid**  
 Quantity **100 hourly rate**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See description for Miscellaneous Hourly Rates in the specifications section

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Item **12504-613-01-190 - Base Bid: SKID STEER LOADER & OPERATOR, 1,850 LB MINIMUM, 4 HR MINIMUM CHARGE (FDOT PAY IT**  
 Lot Description **Base Bid**  
 Quantity **100 hourly rate**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See description for Miscellaneous Hourly Rates in the specifications section

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Item **12504-613-01-191 - Base Bid: BOAT/WATER CRAFT WITH MOTOR, 30 FT LENGTH MAXIMUM, 4 HR MINIMUM CHARGE (FDOT PAY**  
 Lot Description **Base Bid**  
 Quantity **100 hourly rate**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See description for Miscellaneous Hourly Rates in the specifications section

Item	<b>12504-613-01-192 - Base Bid: DUMP TRUCK &amp; OPERATOR, SINGLE-AXLE, 5 cubic yard MINIMUM CAPACITY, 4 HR MINIMUM</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>100 hourly rate</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 100</b>

**Description**

See description for Miscellaneous Hourly Rates in the specifications section

Item	<b>12504-613-01-193 - Base Bid: ROOT PRUNING/TREE TRIMMING CREW, 3-PERSON CREW (FDOT PAY ITEM NUMBER NOT APPLI</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>24 hourly rate</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 24</b>

**Description**

See description for Miscellaneous Hourly Rates in the specifications section

Item	<b>12504-613-01-194 - Base Bid: CERTIFIED ARBORIST (FDOT PAY ITEM NUMBER NOT APPLICABLE)</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>10 hourly rate</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 10</b>

**Description**

See description for Miscellaneous Hourly Rates in the specifications section

Item	<b>12504-613-01-195 - Base Bid: SINGLE POST SIGN, INSTALL</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>50 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b>

Exhibit "A"

[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 50**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 700-1-40

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Item	<b>12504-613-01-196 - Base Bid: SINGLE POST SIGN, RELOCATE</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>50 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty 50</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 700-1-50

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Item	<b>12504-613-01-197 - Base Bid: FIRE HYDRANT, ADJUST AND MODIFY</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>10 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty 10</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1644-700

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Item	<b>12504-613-01-198 - Base Bid: FIRE HYDRANT, RELOCATE</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>10 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b>
	<a href="#">See ITB Specifications</a>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty 10</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1644-800

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Item	<b>12504-613-01-199 - Base Bid: POLLUTION RETARDANT BAFFLE WITH 10 INCHES CLEANOUT ACCESS TO COVER 12-INCH -15 I</b>
Lot Description	<b>Base Bid</b>

Exhibit "A"

Quantity **50 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 50**

**Description**

See description for Pollution Retardant Baffle with Cleanout Access in the specifications section

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Item **12504-613-01-200 - Base Bid: POLLUTION RETARDANT BAFFLE WITH 12 INCHES CLEANOUT ACCESS TO COVER 12-INCH -15 I**  
 Lot Description **Base Bid**  
 Quantity **100 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See description for Pollution Retardant Baffle with Cleanout Access in the specifications section

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Item **12504-613-01-201 - Base Bid: POLLUTION RETARDANT BAFFLE WITH 12 INCHES CLEANOUT ACCESS TO COVER 18-INCH -24 I**  
 Lot Description **Base Bid**  
 Quantity **100 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See description for Pollution Retardant Baffle with Cleanout Access in the specifications section

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Item **12504-613-01-202 - Base Bid: FURNISH AND INSTALL 10 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A**  
 Lot Description **Base Bid**  
 Quantity **50 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 50**

**Description**

Exhibit "A"

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item	<b>12504-613-01-203 - Base Bid: FURNISH AND INSTALL 12 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>50 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 50</b>

**Description**

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item	<b>12504-613-01-204 - Base Bid: FURNISH AND INSTALL 15 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>50 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 50</b>

**Description**

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item	<b>12504-613-01-205 - Base Bid: FURNISH AND INSTALL 18 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>50 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 50</b>

**Description**

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item	<b>12504-613-01-206 - Base Bid: FURNISH AND INSTALL 24 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>25 each</b>
Unit Price	

Exhibit "A"

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 25**

**Description**

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

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Item **12504-613-01-207 - Base Bid: FURNISH AND INSTALL 30 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A**  
Lot Description **Base Bid**  
Quantity **25 each**  
Unit Price  
Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 25**

**Description**

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

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Item **12504-613-01-208 - Base Bid: FURNISH AND INSTALL 36 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A**  
Lot Description **Base Bid**  
Quantity **20 each**  
Unit Price  
Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 20**

**Description**

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

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Item **12504-613-01-209 - Base Bid: FURNISH AND INSTALL 42 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A**  
Lot Description **Base Bid**  
Quantity **10 each**  
Unit Price  
Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 10**

**Description**

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Exhibit "A"

Item **12504-613-01-210 - Base Bid: FURNISH AND INSTALL 48 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A**

Lot Description **Base Bid**

Quantity **10 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 10**

**Description**

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item **12504-613-01-211 - Base Bid: FURNISH AND INSTALL 54 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A**

Lot Description **Base Bid**

Quantity **10 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 10**

**Description**

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item **12504-613-01-212 - Base Bid: FURNISH AND INSTALL 60 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A**

Lot Description **Base Bid**

Quantity **10 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 10**

**Description**

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item **12504-613-01-213 - Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI**

Lot Description **Base Bid**

Quantity **20 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)

Exhibit "A"



See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 20**

**Description**

See description for Aluminum Manatee Grate in the specifications section

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Item	<b>12504-613-01-214 - Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>10 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 10</b>

**Description**

See description for Aluminum Manatee Grate in the specifications section

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Item	<b>12504-613-01-215 - Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>5 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 5</b>

**Description**

See description for Aluminum Manatee Grate in the specifications section

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Item	<b>12504-613-01-216 - Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>5 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 5</b>

**Description**

See description for Aluminum Manatee Grate in the specifications section

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Item	<b>12504-613-01-217 - Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO</b>
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**Exhibit "A"**

**230 WITH ALL FITTI**

Lot Description **Base Bid**  
 Quantity **5 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 5**

**Description**

See description for Aluminum Manatee Grate in the specifications section

Item **12504-613-01-218 - Base Bid: FURNISH AND INSTALL 8 TO 15 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SEA**  
 Lot Description **Base Bid**  
 Quantity **40 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 40**

**Description**

See description for Core Drill Existing Seawall Outfalls in the specifications section

Item **12504-613-01-219 - Base Bid: FURNISH AND INSTALL 18 TO 24 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE**  
 Lot Description **Base Bid**  
 Quantity **25 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 25**

**Description**

See description for Core Drill Existing Seawall Outfalls in the specifications section

Item **12504-613-01-220 - Base Bid: FURNISH AND INSTALL 30 TO 36 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE**  
 Lot Description **Base Bid**  
 Quantity **5 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications

Fort Lauderdale FL 33301

**Qty 5****Description**

See description for Core Drill Existing Seawall Outfalls in the specifications section

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Item	<b>12504-613-01-221 - Base Bid: FURNISH AND INSTALL 42 TO 48 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>5 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 5</b>

**Description**

See description for Core Drill Existing Seawall Outfalls in the specifications section

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Item	<b>12504-613-01-222 - Base Bid: FURNISH AND INSTALL 54 TO 60 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>3 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 3</b>

**Description**

See description for Core Drill Existing Seawall Outfalls in the specifications section

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Item	<b>12504-613-01-223 - Base Bid: FURNISH AND INSTALL 61 INCH AND ABOVE DRAINAGE OUTFALLS BY CORE DRILLING EXISTIN</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>3 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 3</b>

**Description**

See description for Core Drill Existing Seawall Outfalls in the specifications section

---

Item	<b>12504-613-01-224 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR PIPES 8 INCHES AND UNDER (FDOT PAY ITEM)</b>
------	--

Exhibit "A"

Lot Description **Base Bid**  
 Quantity **50 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 50**

**Description**

See description for Pipe Bursting in the specifications section

---

Item **12504-613-01-225 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 10 INCHES PIPES (FDOT PAY ITEM NUMBER NO**  
 Lot Description **Base Bid**  
 Quantity **500 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 500**

**Description**

See description for Pipe Bursting in the specifications section

---

Item **12504-613-01-226 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 12 INCHES PIPES (FDOT PAY ITEM NUMBER NO**  
 Lot Description **Base Bid**  
 Quantity **1000 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 1000**

**Description**

See description for Pipe Bursting in the specifications section

---

Item **12504-613-01-227 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 15 INCHES PIPES (FDOT PAY ITEM NUMBER NO**  
 Lot Description **Base Bid**  
 Quantity **1500 linear foot**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty 1500**

Exhibit "A"

**Description**

See description for Pipe Bursting in the specifications section

---

Item	<b>12504-613-01-228 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 18 INCHES PIPES (FDOT PAY ITEM NUMBER NO</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>500 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 500</b>

**Description**

See description for Pipe Bursting in the specifications section

---

Item	<b>12504-613-01-229 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 24 INCHES PIPES (FDOT PAY ITEM NUMBER NO</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>300 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 300</b>

**Description**

See description for Pipe Bursting in the specifications section

---

Item	<b>12504-613-01-230 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 30 INCHES PIPES (FDOT PAY ITEM NUMBER NO</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>200 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 200</b>

**Description**

See description for Pipe Bursting in the specifications section

---

Item	<b>12504-613-01-231 - Base Bid: DIRECTIONAL BORE, 10 INCHES OR LESS</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>500 linear foot</b>
Unit Price	

Exhibit "A"

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 500**

**Description**

See description for Directional Bore in the specifications section

---

Item **12504-613-01-232 - Base Bid: DIRECTIONAL BORE, 12 INCHES**  
Lot Description **Base Bid**  
Quantity **500 linear foot**  
Unit Price  
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 500**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-112

---

Item **12504-613-01-233 - Base Bid: DIRECTIONAL BORE, 15 INCHES**  
Lot Description **Base Bid**  
Quantity **1500 linear foot**  
Unit Price  
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 1500**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-115

---

Item **12504-613-01-234 - Base Bid: DIRECTIONAL BORE, 18 INCHES**  
Lot Description **Base Bid**  
Quantity **1000 linear foot**  
Unit Price  
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 1000**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-118

---

Item **12504-613-01-235 - Base Bid: DIRECTIONAL BORE, 24 INCHES**  
Lot Description **Base Bid**

Exhibit "A"

Quantity **100 linear foot**  
Unit Price  
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-124

---

Item **12504-613--01-236 - Base Bid: DIRECTIONAL BORE, 30 INCHES**  
Lot Description **Base Bid**  
Quantity **100 linear foot**  
Unit Price  
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-130

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Item **12504-613--01-237 - Base Bid: DIRECTIONAL BORE, 36 INCHES**  
Lot Description **Base Bid**  
Quantity **100 linear foot**  
Unit Price  
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-136

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Item **12504-613--01-238 - Base Bid: DIRECTIONAL BORE, 42 INCHES**  
Lot Description **Base Bid**  
Quantity **100 linear foot**  
Unit Price  
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 100**

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-142

Exhibit "A"

Item **12504-613-01-239 - Base Bid: FERTILIZER 40 LB. BAG, FURNISH AND INSTALL (FDOT PAY ITEM NUMBER NOT APPLICABLE)**

Lot Description **Base Bid**

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 5**

**Description**  
 See description for Fertilizer in the specifications section

Item **12504-613-01-240 - Base Bid: ROOT BARRIER, FURNISH AND INSTALL (FDOT PAY ITEM NUMBER NOT APPLICABLE)**

Lot Description **Base Bid**

Quantity **500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 500**

**Description**  
 See description for Root Barrier in the specifications section

Item **12504-613-01-241 - Base Bid: TREE REMOVAL, 0-12 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NUMBER)**

Lot Description **Base Bid**

Quantity **200 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 200**

**Description**  
 See description for Tree Removal in the specifications section

Item **12504-613-01-242 - Base Bid: TREE REMOVAL, 12.1-24 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NUMBER)**

Lot Description **Base Bid**

Quantity **100 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications

Exhibit "A"



Fort Lauderdale FL 33301

**Qty** 100**Description**

See description for Tree Removal in the specifications section

---

Item	<b>12504-613--01-243 - Base Bid: TREE REMOVAL, 24.1-48 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NU</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>50 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty</b> 50

**Description**

See description for Tree Removal in the specifications section

---

Item	<b>12504-613--01-244 - Base Bid: TREE REMOVAL, 48.1-60 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NU</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>5 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty</b> 5

**Description**

See description for Tree Removal in the specifications section

---

Item	<b>12504-613--01-245 - Base Bid: TREE REMOVAL, GREATER THAN 60 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY I</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>2 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty</b> 2

**Description**

See description for Tree Removal in the specifications section

---

Item	<b>12504-613--01-246 - Base Bid: STUMP GRINDING/REMOVAL, 0-24 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY I</b>
------	--

Exhibit "A"

Lot Description **Base Bid**  
 Quantity **100 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     Qty 100

**Description**

See description for Stump Grinding-Removal in the specifications section

---

Item **12504-613-01-247 - Base Bid: STUMP GRINDING/REMOVAL, 24.1-48 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PA**  
 Lot Description **Base Bid**  
 Quantity **50 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     Qty 50

**Description**

See description for Stump Grinding-Removal in the specifications section

---

Item **12504-613-01-248 - Base Bid: STUMP GRINDING/REMOVAL, 48.1-60 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PA**  
 Lot Description **Base Bid**  
 Quantity **10 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     Qty 10

**Description**

See description for Stump Grinding-Removal in the specifications section

---

Item **12504-613-01-249 - Base Bid: STUMP GRINDING/REMOVAL, GREATER THAN 60 INCHES TRUNK DIAMETER AT BREAST HEIGHT**  
 Lot Description **Base Bid**  
 Quantity **5 each**  
 Unit Price  
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     Qty 5

Exhibit "A"

**Description**

See description for Stump Grinding-Removal in the specifications section

Item	<b>12504-613-01-250 - Base Bid: HEDGES AND SHRUBS REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>2000 linear foot</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 2000</b>

**Description**

See description for Tree Removal in the specifications section

Item	<b>12504-613-01-251 - Base Bid: BAHIA SOD (FDOT PAY ITEM NUMBER NOT APPLICABLE)</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>200 square yard</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 200</b>

**Description**

See description for Sod in the specifications section

Item	<b>12504-613-01-252 - Base Bid: FDOT PAY ITEM NO 570-1-2: PERFORMANCE TURF, SOD (ST AUGUSTINE, CENTIPEDE, FLOR</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>5000 square yard</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b> <a href="#">See ITB Specifications</a> See ITB Specifications Fort Lauderdale FL 33301 <b>Qty 5000</b>

**Description**

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 570-1-2

Item	<b>12504-613-01-253 - Base Bid: FDOT PAY ITEM NO NA: SALT TOLERANT TURF, SOD (SEASHORE PASPALUM OR APPROVED EQ</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>2000 square yard</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b>

See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 2000

**Description**

See description for Sod in the specifications section

---

Item	<b>12504-613-01-254 - Base Bid: HEDGE REPLACEMENT WITH COMMON NURSERY AVAILABLE PLANTINGS, 3-GALLON CONTAINER (F</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>500 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b>
	<u>See ITB Specifications</u>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty</b> 500

**Description**

See description for Hedge-Tree-Palm Replacement in the specifications section

---

Item	<b>12504-613-01-255 - Base Bid: HEDGE REPLACEMENT WITH COMMON NURSERY AVAILABLE PLANTINGS, 7-GALLON CONTAINER (F</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>500 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b>
	<u>See ITB Specifications</u>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty</b> 500

**Description**

See description for Hedge-Tree-Palm Replacement in the specifications section

---

Item	<b>12504-613-01-256 - Base Bid: COMMON PALM SPECIES (BISMARCK, DATE, SILVER, CHRISTMAS, ROYAL, THATCH, CABBAGE AN</b>
Lot Description	<b>Base Bid</b>
Quantity	<b>50 each</b>
Unit Price	
Delivery Location	<b>City of Fort Lauderdale</b>
	<u>See ITB Specifications</u>
	See ITB Specifications
	Fort Lauderdale FL 33301
	<b>Qty</b> 50

**Description**

See description for Hedge-Tree-Palm Replacement in the specifications section

Exhibit "A"

Item **12504-613--01-257 - Base Bid: COMMON TREE SPECIES (LIVE OAK, WILD TAMARIND, GREEN OR SILVER  
BUTTONWOOD, BALD O**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 50**

**Description**  
See description for Hedge-Tree-Palm Replacement in the specifications section

Exhibit "A"

**CITY OF FORT LAUDERDALE  
CONTRACT AND SPECIFICATIONS PACKAGE**

---

**BID NO. 12504-613**

**PROJECT NO. 12220**

**ANNUAL CONSTRUCTION OF  
GENERAL STORMWATER  
INFRASTRUCTURE**



**RARES V. PETRICA  
SENIOR PROJECT MANAGER**

**MAUREEN LEWIS, MBA, CPPB  
SENIOR PROCUREMENT SPECIALIST**  
Telephone: (954) 828-5239 E-mail: [maureenl@fortlauderdale.gov](mailto:maureenl@fortlauderdale.gov)

Exhibit "A"

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**Note:** The following documents are available electronically for completion and must be returned with your bid along with your bid security, proof of insurance, and proof of required licenses/certifications.

CITB Prime Contractor Identification  
 CITB Questionnaire Sheet  
 CITB Trench Safety  
 Non-Collusion Statement  
 Non-Discrimination Certification Form  
 Contract Payment Method  
 Construction Bid Certification Page

Exhibit "A"

**INVITATION TO BID**

Sealed bids will be received electronically until **2:00 p.m.**, local time, on **THURSDAY, APRIL 8, 2021**, and opened online immediately thereafter for **BID NO.,12504-613, PROJECT NO., 12220, ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE.**

All openings will be held on the BIDSYNC.COM platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access. The opening may also be viewed in real time through a "Zoom meeting" or similar type platform by using the following information:

**Join Zoom Meeting**

Phone one-tap:: US: +16692545252,,1610225445#,,1#,277413# or +16468287666,,1610225445#,,1#,277413#

Meeting URL: <https://fortlauderdale.zoomgov.com/j/1610225445?pwd=cmJ4emU5Mm5nSkVqQXUrY3VnR1FqZz09>

Meeting ID: 161 022 5445

Password: 277413

**Join by Telephone**

For higher quality, dial a number based on your current location.

Dial: US +1 669 254 5252 or +1 646 828 7666 or +1 669 216 1590 or +1 551 285 1373

Meeting ID:161 022 5445

Password:277413

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

This Project is located throughout the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, the construction and installation of various storm water infrastructure consisting of: catch basins, storm water manholes, piping, exfiltration trenches, tidal valves, swales regrades, retention area, pipe lining, pervious pavements and repair of the aforementioned.

In addition to the storm water infrastructure, the contract covers restoration activated and miscellaneous utility relocations needed to execute these projects. This includes, but not limited to, landscape/hardscape removal and reinstall, pavers/pavement/asphalt removal and reinstall, relocation of various utility pipes and boxes, use of equipment for specialized work, maintenance of traffic, dewatering activities and pollution prevention items.

**NOTE: Payment on this contract will be made by Visa or MasterCard.**

**Drawing Plans:** There are no drawing plans for this Project.

**Licensing Requirements:** Possession of Underground contractor's licenses is required for this Project.

Exhibit "A"



**Pre-Bid Meeting/Site visit:** There will not be a pre-bid meeting or site visit for this Invitation to Bid.

However, it will be the sole responsibility of the bidder to inspect the City's locations and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

**Bid Security:** A certified check, cashier's check, bank officer's check or bid bond for **TEN percent (10%)** of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each offer.

**Bid Bonds:**

Bidders can submit bid bonds for projects **four** different ways.

- 1) BidSync allows bidders to submit bid bonds electronically directly through their system using **Surety 2000**. For more information on this feature and to access it, contact BIDSYNC customer care department.
- 2) Bidders may **upload** their original executed bid bond on BIDSYNC to accompany their bids with the electronic proposal, and deliver the original, signed and sealed hard copy within **five (5)** business days after bid opening, with the company name, bid number and title clearly indicated.
- 3) Bidders can **hand deliver** their bid bond in a sealed envelope to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.
- 4) Bidders can **mail** their bid bond to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.  
NOTE: Bond must be received in Procurement and time stamped before bid opening.

It will be the sole responsibility of the bidder to ensure that his bid is submitted prior to the bid opening date and time listed. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSYNC.COM**

**Certified Checks, Cashier's Checks and Bank Drafts:**

These **CANNOT** be submitted via BIDSYNC, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, with the bid number and title clearly indicated on the envelope.

Exhibit "A"

It is the bidder's sole responsibility to ensure that his bid bond or other bid security is received by the Procurement Services Division before time of bid opening. Failure to adhere to this requirement may be grounds to consider the bid as non-responsive.

The City of Fort Lauderdale reserves the right to waive any informality in any or all bids and to reject any or all bids.

For information concerning technical specifications, please utilize the Question/Answer platform provided by BIDSYNC at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). **Bidders please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance.

Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

Information on bid results and projects currently out to bid can be obtained on the City's website – <http://www.fortlauderdale.gov/departments/finance/procurement-services>. For general inquiries, please call (954) 828-5933.

Exhibit "A"

## **INSTRUCTIONS TO BIDDERS**

The following instructions are given for the purpose of guiding bidders in properly preparing their bids or proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

**QUALIFICATIONS OF BIDDERS** – No proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Fort Lauderdale, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Fort Lauderdale.

**CONCERNING SUB-CONTRACTORS, SUPPLIERS, AND OTHERS** - The amount of work that is sublet by the Bidder shall be limited by the condition that the Bidder shall, with his own organization, perform at least forty percent (40%) of the total dollar amount of the Work to be performed under the Agreement.

**PERSONAL INVESTIGATION** - Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, City Manager, or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

**INCONSISTENCIES** – Any seeming inconsistency between different provisions of the plans, specifications, proposal or contract, or any point requiring explanation must be inquired into by the bidder, in writing, at least ten (10) days prior to the time set for opening proposals. After proposals are opened, the bidders shall abide by the decision of the Engineer as to such interpretation.

**ADDENDA AND INTERPRETATIONS** - No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated in BIDSYNC.COM. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. **It is the bidder's responsibility to verify if addenda have been issued in BIDSYNC.COM.** Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. **Bidder** shall verify **in BIDSYNC.COM** that he has all addenda before submitting a bid.

**LEGAL CONDITIONS** - Bidders are notified to familiarize themselves with the provisions of the laws of the State of Florida relating to hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of Fort Lauderdale.

**PUBLIC ENTITY CRIMES** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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FORMS OF PROPOSALS - Each proposal and its accompanying statements must be made on the blanks provided. THE FORMS MUST BE SUBMITTED ELECTRONICALLY, IN GOOD ORDER WITH ALL BLANKS COMPLETED, and must show the name of the bidder and a statement as to its contents.

The proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. No proposal will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.

INSURANCE - Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

BID BOND - A certified check, cashier's check or bank officer's check, for the sum set forth in the advertisement, made payable to the City of Fort Lauderdale, or bid bond in such amount, shall accompany each proposal as evidence of the good faith and responsibility of the bidder. The check or bond shall be retained by the City as liquidated damages should the bidder refuse to, or fail to enter into, a contract for the execution of the work embraced in this proposal, in the event the proposal of the bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

The above bond or check shall be a guarantee that the bidder will, if necessary, promptly execute a satisfactory contract and furnish good and sufficient bonds. As soon as a satisfactory contract has been executed and the bonds furnished and accepted, the check or bond accompanying the proposal of the successful bidder will be returned to him. The certified or other checks or bid bonds of the unsuccessful bidders will be returned to them upon the acceptance of the bid of the successful bidder. If the successful bidder shall not enter into, execute, and deliver such a contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City of Fort Lauderdale as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

FILLING IN BIDS - All prices must be electronically submitted in the proposal pages, and all proposals must fully cover all items for which proposals are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall distinctly state such fact and shall state that the proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the proposal.

PRICES QUOTED: Deduct any discount offered and quote firm net unit prices. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

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**BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of one hundred and twenty (120) days from the date of bid opening unless otherwise stated in the ITB. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

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

**DELETION OR MODIFICATION OF SERVICES:** The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

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

**CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**CAUSES FOR REJECTION** - No proposal will be canvassed, considered or accepted which, in the opinion of the City Commission, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineation, or failure to specify bids for all items called for in the schedule shall render the proposal informal.

**REJECTION OF BIDS** - The City reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all proposals will be rejected, if there is reason to believe that collusion exists among bidders. A proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all proposals and to waive such technical errors as may be deemed best for the interests of the City.

**BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

Exhibit "A"

The complete protest ordinance may be found on the City's website at the following link:  
[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_A\\_RTVFI\\_DIV2PR\\_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_A_RTVFI_DIV2PR_S2-182DIREPRAWINAW)

**WITHDRAWALS** - Any bidder may, without prejudice to himself, withdraw his proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained.

**CONTRACT** - The bidder to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities, and shall furnish good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest bidder who is reliable, responsible, and responsive in the opinion of the City Commission, and that bidder shall fulfill every stipulation and obligation as if such bidder were the original party to whom award was made.

The contract shall provide that the Contractor agrees to correct any defective or faulty work or material, which may appear within one (1) year after completion of the work and receipt of final payment.

**ENFORCEMENT OF SPECIFICATIONS** - Copies of the specifications will be placed in the hands of all the assistants to the Engineer and Inspectors employed on the work, who shall enforce each and every requirement of the contract. Such assistants shall have no authority to vary from such requirements.

**COPIES OF DRAWING PLANS** - There are no drawing plans for this Project.

**SURETY BOND** - The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2020), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

The successful bidder shall furnish a performance and payment bond in compliance with Section 255.05, Florida Statutes (2020), written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and save harmless the City of Fort Lauderdale to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.

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The Contractor is required at all times to have a valid surety bond in force covering the work being performed. A failure to have such bond in force at any time shall constitute a default on the part of the Contractor. A bond written by a surety, which becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

Such bond shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to at least twenty-five percent (25%) of contract price, or an additional bond shall be conditioned that the Contractor will correct any defective or faulty work or material which appear within one (1) year after completion of the contract, upon notification by the City, except in contracts which are concerned solely with demolition work, in which cases twenty-five percent (25%) liability will not be applicable.

AUDIT OF CONTRACTOR'S RECORDS - Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. The City may also require submittal of the records from either the Contractor, the Subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the contract provisions.

Failure of the Contractor or Subcontractor to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a Subcontractor at the option of the City.

The Contractor shall assure that each of its Subcontractors will provide access to its records pertaining to the project upon request by the City.

PERIODIC ESTIMATE FOR PARTIAL PAYMENT - After the Contractor has submitted a periodic estimate for partial payment, approved and certified by the Public Works Department, the City shall make payment in the manner provided in the Contract Documents and in accordance with Florida's Prompt Payment Act, Section 218, Florida Statutes.

RESERVATION FOR AWARD AND REJECTION OF BIDS - The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION AND SMALL BUSINESS** - It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed **to a policy of equitable participation for these firms.** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions, please indicate in the space provided in this ITB.

**Minority Business Enterprise (MBE)** "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

**Women Business Enterprise (WBE)** a "Women Owned or Controlled Business" is a business enterprise at least fifty-one percent (51%) of which is owned by females or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by females.

**Small Business Enterprise (SBE)** "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK includes persons having origins in any of the Black racial groups of Africa.

WHITE includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

**DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS** - The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Exhibit "A"



**LOBBYING ACTIVITIES - ALL CONTRACTORS PLEASE NOTE:** Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No., C-11-42, and Resolution No. 07-101, may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301. The Ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

Exhibit "A"

## GENERAL CONDITIONS

**Unless otherwise modified in the Project's Special Conditions, the following General Conditions shall be part of the Contract:**

**GC - 01 - DEFINITIONS** - The following words and expressions, or pronouns used in their stead, shall wherever they appear in the Contract and the Contract Documents, be construed as follows:

"Addendum" or "Addenda" - shall mean the additional Contract provisions issued in writing, by the Engineer, prior to the receipt of bids.

"Bid" - shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

"Bidder" - shall mean any person, firm, company, corporation or entity submitting a bid for the Work.

"Bonds" - shall mean bid, performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.

"City" - shall mean the City of Fort Lauderdale, Florida, a Florida municipal corporation. In the event the City exercises its regulatory authority as a government body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to the City as a party to this Contract.

"Consultant" - shall mean a person, firm, company, corporation or other entity employed by the City to perform the professional services for the project.

"Contractor" - shall mean the successful Bidder who has been employed by the City to perform the construction and related services for the project.

"Contract Work" - shall mean everything expressed or implied to be required to be furnished and furnished by the Contractor by any one or more of the parts of the Contract Documents referred to in the Contract hereof. In the case of any inconsistency in or between any parts of this Contract, the Project Manager shall determine which shall prevail.

"Design Documents" - shall mean the construction plans and specifications included as part of a Bid/Proposal Solicitation prepared either by the City or by the Consultant under a separate Agreement with the City.

"Engineer" - shall include the terms "professional engineer" and "licensed engineer" and means a person who is licensed to engage in the practice of engineering under Florida Statute, Chapter 471. An Engineer may be a City employee or a consultant hired by the City.

"Extra Work" - shall mean work other than that required by the Contract.

"Inspector" - shall mean an authorized representative of the City assigned to make necessary inspections of materials furnished by Contractor and of the Work performed by Contractor.

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"Notice" - shall mean written notice sent by certified United States mail, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or via fax or email, or by hand delivery with a request for a written receipt of acknowledgment of delivery and shall be served upon the Contractor either personally or to its place of business listed in the Bid.

"Owner" - shall mean the City of Fort Lauderdale.

"Project Manager" - shall mean a professional designated by the City to manage the Project under the supervision and direction of the Public Works Director or designee.

"Public Works Director" - shall mean the Public Works Director of the City of Fort Lauderdale.

"Site" - shall mean the area upon or in which the Contractor's operations are carried out and such other areas adjacent thereto as may be designated as such by the Project Manager.

"Sub-contractor" - shall mean any person, firm, company, corporation or other entity, other than employees of the Contractor, who or which contracts with the contractor, to furnish, or actually furnishes labor and materials, or labor and equipment, or labor, materials and equipment at the site.

"Surety" - shall mean any corporation or entity that executes, as Surety, the Contractor's performance and payment bond securing the performance of this Contract.

**GC - 02 - SITE INVESTIGATION AND REPRESENTATION** - The Contractor acknowledges that it has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Site, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, field conditions, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

The Contractor acknowledges that it has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted.

Any failure by the Contractor to acquaint itself with all the Site conditions shall not relieve Contractor from responsibility for properly estimating the difficulty or cost thereof under the Contract Documents.

**GC - 03 - SUBSTITUTIONS** - If the Contractor desires to use materials and/or products of manufacturer's names different from those specified in the Contract Documents, the Bidder requesting the substitution shall make written application as described herein. The burden of proving the equality of the proposed substitution rests on the Contractor making the request. To be acceptable, the proposed substitution shall meet or exceed all expressed requirements of the Contract Documents and shall be submitted upon the Contractor's letterhead. The following requirements shall be met in order for the substitution to be considered:

1. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The Project Manager will consider reports from

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reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and

2. Requests for substitution shall completely and clearly indicate in what respects the materials and/or products differ from those indicated in the Contract Documents; and
3. Requests for substitution shall be accompanied by the manufacturer's printed recommendations clearly describing the installation, use and care, as applicable, of the proposed substitutions; and
4. Requests for substitution shall be accompanied by a complete schedule of changes in the Contract Documents, if any, which must be made to permit the use of the proposed substitution.

If a proposed substitution is approved by the Project Manager, an addendum will be issued to prospective bidders not less than three (3) working days prior to the date set for opening of bids. Unless substitutions are received and approved as described above, the successful Bidder shall be responsible for furnishing materials and products in strict accordance with the Contract Documents.

**GC- 04 – CONSTRUCTION RESOURCES** – Contractor shall provide all labor and equipment necessary to complete the installation within a timely manner. Contractor shall provide details as to manpower and equipment to be dedicated to the project in its Work Plan. Contractor is responsible for making arrangements, obtaining and purchasing construction water services if required to complete the work.

**GC - 05 - CONTROL OF THE WORK** - The Project Manager shall have full control and direction of the Work in all respects. The Project Manager and/or his authorized designee(s) shall, at all times, have the right to inspect the Work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information, as the Project Manager may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be permitted to perform night Work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the Project Manager so that proper and adequate inspection may be provided. Such Work shall be done only under such regulations as are furnished in writing by the Project Manager, and no extra compensation shall be allowed to the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Project Manager, as will ensure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or Work during prohibited hours.

**GC - 06 - SUB-CONTRACTOR** - The Contractor shall not sublet, in whole or any part of the Work without the written consent and approval of the Project Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Project Manager , a list of all Sub-contractors. No Work shall be done by any sub-contractor until such Sub-contractor has been officially approved by the Project Manager . A sub-contractor not appearing on the original list will not be approved without written request submitted to the Project Manager and approved by the Public Works Director. In all cases, the Contractor shall give his personal attention to the Work of the Sub-contractors and the Sub-contractor is liable to be discharged by the Contractor, at the direction of the Project Manager , for neglect of duty, incompetence or misconduct.

Acceptance of any sub-contractor, other person, or organization by the Project Manager shall not constitute a waiver of any right of Project Manager to reject defective Work or Work not in conformance with the Contract Documents.

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Contractor shall be fully responsible for all acts and omissions of its Sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between City and any sub-contractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due to any sub-contractor or other person, or organization, except as may otherwise be required by law.

**GC - 07 - QUANTITIES** - Contractor recognizes and agrees that the quantities shown on plans and Bid/Price Schedule are estimates only and may vary during actual construction. No change shall be made involving any departure from the general scheme of the Work and that no such change involving a material change in cost, either to the City or Contractor, shall be made, except upon written permission of the City. However, the Project Manager shall have the right to make minor alternations in the line, grade, plan, form or materials of the Work herein contemplated any time before the completion of the same. That if such alterations shall diminish the quantity of the Work to be done, such alterations shall not constitute a claim for damages or anticipated profits. That if such alterations increase the amount of the Work to be done, such increase shall be paid for according to the quantity actually performed and at the unit price or prices stipulated therefore in the Contract. The City shall, in all cases of dispute, determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions relative to the execution of the same, and such estimates and decisions shall be final and binding.

Any Work not herein specified, which might be fairly implied as included in the Contract, of which the City shall judge, shall be done by the Contractor without extra charge. However, such cost increases shall be authorized either by the Public Works Director or designee, or the City Commission based upon the purchasing threshold amounts provided for in Chapter 2 of the City of Fort Lauderdale's Code of Ordinances.

**GC - 08 - NO ORAL CHANGES** - Except to the extent expressly set forth in the Contract, no change in, or modification, termination or discharge of the Contract in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

**GC - 09 - PERMITS AND PROTECTION OF PUBLIC** - Permits on file with the City and/or those permits to be obtained by the Contractor, shall be considered directive in nature, and will be considered a part of this Contract. A copy of all permits shall be given to the City and become part of the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

Contractor shall secure all permits and licenses required for completing the Project. Contractor will obtain the necessary State, County, and City construction/work permits if required.

The Contractor shall comply with all applicable Codes, Standards, Specifications, etc. related to all aspects of the Project.

Where there are telephones, light or power poles, water mains, conduits, pipes or drains or other construction, either public or private, in or on the streets or alleys, the Work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given to all affected parties prior to proceeding with the Work.

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The Contractor shall not be permitted to interfere with public travel and convenience by grading or tearing up streets indiscriminately, but the Work of constructing the various items in this contract shall proceed in an orderly, systematic and progressive manner.

**GC - 10 - DISEASE REGULATIONS** - The Contractor shall enforce all sanitary regulations and take all precautions against infectious diseases as the Project Manager may deem necessary. Should any infectious or contagious diseases occur among his employees, he shall arrange for the immediate removal of the employee from the Site and isolation of all persons connected with the Work.

**GC - 11 - CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA** - The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, and shall notify the Project Manager of all errors, omissions, conflicts and discrepancies found therein within three (3) working days of discovery. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at its own expense.

**GC - 12 - MATERIALS AND WORKMANSHIP** - All material shall be new and the workmanship shall, in every respect, be in conformity with approved modern practice and with prevailing standards of performance and quality. In the event of a dispute, the Project Manager's decision shall be final. Wherever the Plans, Specifications, Contract Documents, or the directions of the Project Manager are unclear as to what is permissible and/or fail to note the quality of any Work, that interpretation will be made by the Project Manager, which is in accordance with approved modern practice, to meet the particular requirements of the Contract.

Florida Power & Light Company will provide all Project conduit, conduit couplings, conduit bends, splice boxes, pull boxes, equipment pads, equipment chambers, etc. necessary for the installation of those facilities to be installed for FP&L's use. Contractor shall be responsible for obtaining materials from FP&L. Contractor shall also be responsible for the quantity and maintaining quality of the material obtained from FP&L. Contractor shall be responsible for obtaining and providing all non-FP&L provided materials including but not limited to AT&T materials and Comcast materials. Contractor shall be responsible for material storage and security. Contractor shall provide details for storage and security in Contractor's Work Plan.

**GC - 13 - COMPLETED WORK, INSPECTIONS AND ACCEPTANCE** - Contractor shall schedule Project inspections two (2) business days in advance with FP&L and the City. Contractor shall coordinate with FP&L to have all completed work inspected and accepted in writing by the FP&L inspector. Contractor will secure such acceptance in writing for Completed tasks prior to obtaining approval and acceptance from the City, and prior to issuance of a pay request being released for progress payment. Contractor shall notify the Project Manager in advance of scheduled FP&L inspections as to the work to be inspected and the scheduled time. As-built survey, sealed and signed by the a Professional Surveyor registered in the State of Florida, for each task shall be provided by the Contractor prior to City's acceptance and final payment.

**GC - 14 - SAFEGUARDING MARKS** - The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing same if disturbed, or bear the entire expense of rectifying Work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks. The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the Work and, if required, shall bear the cost of having them re-established by a licensed Professional Surveyor registered in the State of Florida if disturbed or destroyed during the course of construction.

Exhibit "A"

**GC - 15 - RESTROOM FACILITIES** - Contractor shall provide portable toilet facilities for employee's use at a location within the Work site to be determined by the City. Employees shall not relieve themselves at any other place within the City Limits.

**GC - 16 - PROGRESS MEETINGS** - Weekly Status meetings will be conducted with representatives from the City, FP&L and the Contractor. Contractor shall budget time to participate in such meetings. A well-run Project should result in short meetings.

**GC - 17 - ISSUE RESOLUTION** - Should Contractor become engaged in a dispute with a resident or a City employee, the Contractor shall report the situation to the Project Manager immediately. It shall be mandatory that the City participate in any dispute resolution. Failure of Contractor personnel to notify the City shall obligate Contractor to replace the offending employee immediately if requested by the City.

**GC - 18 - CITY SECURITY-CONTRACTOR AND SUBCONTRACTOR EMPLOYEE INFORMATION** - Prior to commencing work, Contractor shall provide to the City a list of all personnel and subcontractors on site. The list will include the name, address, birth date and driver's license number for all personnel. All personnel and subcontractors on site will have on their person a company photo ID during all stages of the construction. Contractor shall provide standard required personal information per current City procedures.

**GC - 19 - POST-CONSTRUCTION SURVEY** - The Contractor shall provide as-built survey, sealed and signed by a registered surveyor in the State of Florida, as a condition of final payment.

**GC - 20 - KEY PERSONNEL** - Contractor shall provide as part of the Work Plan, resumes for all key project personnel providing supervision and project management functions. Resumes shall include work history and years of experience performing this type work. Contractor's onsite superintendent shall be knowledgeable and experienced in such overhead to underground conversion work.

**GC - 21 - EXISTING UTILITY SERVICE** - All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.

**GC - 22 - JOB DESCRIPTION SIGNS** - Contractor, at Contractor's expense, shall furnish, erect, and maintain suitable weatherproof signs on jobs over \$100,000 containing the following information:

1. City Seal (in colors)
2. Project or Improvement Number
3. Job Description
4. Estimated Cost
5. Completion Date

Minimum size of sign shall be four feet high, eight feet wide and shall be suitably anchored. The entire sign shall be painted and present a pleasing appearance. Exact location of signs will be determined in the field. Two (2) signs will be required, one at each end of the job. All costs of this work shall be included in other parts of the work.

**GC - 23 - FLORIDA EAST COAST RIGHT-OF-WAY** - Whenever a City contractor is constructing within the Florida East Coast Railway Company's Right-of-Way, it will be mandatory that the contractor carry bodily injury and property damage insurance in amounts satisfactory to the Florida East Coast Company. This insurance requirement shall be verified by the contractor with the Florida East Coast Company prior to commencing work, and maintained during the life of the Contract.

Exhibit "A"



**GC - 24 - ACCIDENTS** - The Contractor shall provide such equipment and facilities as are necessary and/or required, in the case of accidents, for first aide services to be provided to a person who may be injured during the project duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

In addition, the Contractor must report immediately to the Project Manager every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

**GC - 25 - SAFETY PRECAUTIONS** - Contractor must adhere to the applicable environmental protection guidelines for the duration of a project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Broward County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

The Contractor shall take the responsibility to ensure that all Work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades, chain link fencing, railings, barricades, steel plates, safety lights, and ladders that are necessary for the protection of its employees, as well as the public and City employees. All riggings and scaffolding shall be constructed with good sound materials, of adequate dimensions for their intended use, and substantially braced, tied or secured to ensure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding, platforms, equipment guards, trenching, shoring, ladders and similar actions or equipment shall be OSHA approved, as applicable, and in accordance with all Federal, State and local regulations.

**GC - 26 - DUST PREVENTION** - The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or Work in an incomplete stage. All costs of this Work shall be included in cost of other parts of the Work.

Should the Contractor fail to abate a dust nuisance the Project Manager may stop the Work until the issue is resolved to the City's satisfaction.

**GC - 27 - SITE CLEANUP AND RESTORATION** - The Contractor shall remove all debris and unused or discarded materials from the work site daily. Contractor shall clean the work site to remove all directional drilling "Driller's Mud" materials. No "Driller's Mud" residue shall be allowed to remain in the soil or on the surface of the land or vegetation. All debris and drilling materials must be disposed of offsite at an approved location.

The Contractor shall promptly restore all areas disturbed that are outside the Project limits in equal or better condition at no additional cost to the City.

**GC - 28 - COURTEOUS BEHAVIOR AND RESPECT FOR RESIDENTS AND PROPERTY** - The Contractor and its employees, associates and sub-contractors shall maintain courteous behavior at all times and not engage in yelling, loud music, or other such activities. Contractor's employees shall not leave trash or other discarded items at the Work Site, especially on any private property. In the event complaints arise, Contractor shall immediately remove such offending employees from the project if requested to do so by the Project Manager. Contractor's employees shall not trespass on any private property unless necessary to complete the work but with prior permission from the owner.

Exhibit "A"



Contractor shall notify and obtain permission from the residents 24 hours in advance when planning to work within the resident's property. In addition, Contractor shall notify the resident prior to entering their property to perform work or inspect/ investigate the work site. Contractor shall not block residents' driveways unnecessarily. Contractor shall not park equipment on landscaped areas when the vehicle is not needed for the current construction activities. Contractor shall be responsible for repair and/or replacement of all damaged landscaping within 48 hours including repairing vehicle wheel impressions, irrigation systems, lighting systems, structures, or any other items of resident's property. Contractor shall not destroy, damage, remove, or otherwise negatively impact any landscaping within or outside the right-of-way without prior approval from the Project Manager.

**GC - 29 - PLACING BARRICADES AND WARNING LIGHTS** - The Contractor shall furnish and place, at his own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Project Manager may, after 24 hours' notice to the Contractor, proceed to have such barricades and warning lights placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any monies due, or to become due, to the Contractor.

**GC - 30 - TRAFFIC CONTROL** - The Contractor shall coordinate all Work and obtain, through the City's Transportation and Mobility Department, Broward County, Florida Department of Transportation, as applicable, any permits required to detour traffic or close any street before starting to work in the road

All traffic control devices, flashing lights, signs and barricades shall be maintained in working condition at all times and conform to Manual of Uniform Traffic Control Devices (MUTCD), latest edition.

**GC - 31 - COORDINATION** - The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Project Manager before construction is started and shall coordinate its Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

The Contractor shall arrange its Work and dispose of its materials so as to not interfere with the operation of other contractors engaged upon adjacent work, and to join its Work to that of others in a proper manner, and to perform its Work in the proper sequence in relation to that of other contractors as may be directed by the Project Manager .

Each Contractor shall be responsible for any damage done by it or its agents to the work performed by another contractor.

**GC - 32 - WATER** - Bulk water used for construction, flushing pipelines, and testing shall be obtained from fire hydrants. Contractor shall make payment for hydrant meter at Treasury Billing Office, 1st Floor, City Hall, 100 N. Andrews Avenue. With the paid receipt, contractor can pick up hydrant meter at the utility location office. No connection shall be made to a fire hydrant without a meter connected.

Exhibit "A"

**GC - 33 - PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES** - As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2020), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), 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 (2020), as may be amended or revised.

**GC - 34 - LOCATION OF UNDERGROUND FACILITIES** - If the Proposer, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Proposer shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

**GC - 35 - USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCTS** - In accordance with Florida Statute 255.20 (3), the City specifies that lumber, timber, and other forest products used for this Project shall be produced and manufactured in the State of Florida if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species, or if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

The Bidder affirms by submitting a bid response to this solicitation that they will comply with section 255.20 (3) Florida Statutes.

**GC - 36 - PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the Solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this Solicitation and the Contract to be executed for this Solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Exhibit "A"

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals purporting to be subject to copyright protection in full or in part will be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone Number:** (954) 828-5002

**Mailing Address:** City Clerk's Office  
100 N. Andrews Avenue  
Fort Lauderdale, Florida 33301-1016

**E-mail:** [prcontract@fortlauderdale.gov](mailto:prcontract@fortlauderdale.gov)

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.

Exhibit "A"

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Exhibit "A"

## SPECIAL CONDITIONS

### 01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide construction services in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

### 02. TRANSACTION FEES

The City uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

### 03. SUBMISSION OF BIDS

It is the sole responsibility of the Contractor to ensure that its bid is submitted electronically through BidSync at [www.bidsync.com](http://www.bidsync.com), and that any bid security not submitted via BidSync reaches the City of Fort Lauderdale, Procurement Services Division, 6<sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301-1016, in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation. **PAPER BID SUBMITALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.**

### 04. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact **Maureen Lewis, Procurement Specialist**, at (954) 828-5239 or email at [maureenl@fortlauderdale.gov](mailto:maureenl@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the Question/Answer platform provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site). **Bidders please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

Exhibit "A"

**05. CONTRACT TIME**

- 5.1 The initial contract term shall commence upon the date specified in the Notice to Proceed given by the City and shall expire two (2) years from that date. The City reserves the right to extend the contract for two (2) additional one (1) year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.2 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.
- 5.3 The Contractor shall mobilize to the project site and begin construction activities within N/A calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).
- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.
- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date, and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new Task Orders will be assigned after the contract's expiration nor will any new work be performed after that date.
- 5.7 The termination date for issuance of Task Orders shall be when the funds are depleted or **four (4) years** from effective date of the Agreement, whichever comes first. All task orders issued before the contract termination must be completed under this Contract even if the contract has expired.

The City of Fort Lauderdale reserves the right to waive any informality in any bid and to reject any or all bids. The City of Fort Lauderdale reserves the right to reduce or delete any of the bid items.

**At the time of contract award, the City reserves the right to set a maximum dollar limit that may be expended on this Project. Contract quantities of any or all items may be increased, reduced, or eliminated to adjust the contract amount to coincide with the amount of work necessary or to bring the contract value to within the established limit. All quantities are estimated, and the City reserves the right to increase, reduce, or eliminate the contract quantities in any amount.**

Exhibit "A"

The undersigned bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida.

**06. BID SECURITY**

A certified check, cashier's check, bank officer's check or bid bond for TEN percent (10%) of the bid amount, made payable to the City of Fort Lauderdale, shall accompany each offer.

**07. REQUIRED LICENSES/CERTIFICATIONS**

Contractor must possess the following licenses/certifications to be considered for award:

Underground contractor's licenses, bonded and insured.

**Note:** Contractor must have proper licensing and shall submit evidence of same with its bid response.

**08. SPECIFIC EXPERIENCE REQUIRED**

The following expertise is required to be considered for this Contract. Specific references attesting to this expertise must be submitted with the bid response.

The contractor must have extensive experience with underground infrastructure replacement, specifically storm water pipe, structures, pavement restoration, concrete work, tidal valve installation and landscape installation and removal. Additionally, the contractor shall have previous construction experience in storm water infrastructure projects, in the State of Florida within the last ten (10) years. Bidder shall submit proof of construction experience for a minimum of three (3) storm water infrastructure projects with a construction budget of \$500,000 (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

**NOTE: REFERENCES SHALL NOT INCLUDE ONLY CITY OF FORT LAUDERDALE EMPLOYEES OR WORK PERFORMED FOR THE CITY. THE CITY IS ALSO INTERESTED IN WORK EXPERIENCE AND REFERENCES FROM ENTITIES OTHER THAN THE CITY OF FORT LAUDERDALE.**

***By signing this bid solicitation, contractor is affirming that this expertise will be provided for this Contract at no additional charge.***

**09. BID ALLOWANCE**

There are no allowances for this Project.

Exhibit "A"



**10. INSURANCE REQUIREMENTS** (See Article 10, Bonds and Insurance, of the Contract for details)

Insurance

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

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

Exhibit "A"



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.

Contractor's Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

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.

Workers' Compensation and Employer's Liability

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

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

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

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

City of Fort Lauderdale  
 100 N. Andrews Avenue  
 Fort Lauderdale, FL 33301

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

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

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

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

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

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

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

**NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON GENERAL LIABILITY POLICIES.**

**A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.**

11. **PERFORMANCE AND PAYMENT BOND:** 100%
- Number of awards anticipated:** 7

The City may award up to **seven (7)** contracts to responsive and responsible contractors providing the lowest bid amounts in sequential order. The selected contractors will receive Task Orders during the effective term of the contract. Each Task Order shall require surety bonds equal to 100% of the Task Order total. (See complete Performance bond requirements under Article 10 of the Sample Agreement).

**12. CITY PROJECT MANAGER**

The Project Manager is hereby designated by the City as **Rares V. Petrica**, whose address is **101 NE 3<sup>rd</sup> Avenue Suite 1410, Fort Lauderdale, Florida 33301-1016**, telephone number: **(954) 828-6720**, and e-mail address is **rpetrica@fortlauderdale.gov**. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

Exhibit "A"

**13. LIQUIDATED DAMAGES** *(See Article 16, Liquidated Damages, of the Contract for details)*

Upon failure of the Contractor to complete the Work of an executed task order within the agreed upon and approved time for said Task Order, the Contractor shall pay to the City the sum of **Five Hundred Dollars (\$500.00)** for each and every calendar day that the completion of the Task Order is delayed beyond the time agreed upon for said Task Order, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

**14. PAYMENT** *(See Article 7, Payment, of the Contract for other details)*

The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing both the VISA and MASTERCARD networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

Payment Card Industry (PCI) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

**15. WORK SCHEDULE (including overtime hours):**

Regular work hours: **8:00 am to 5:00 pm, Monday through Friday.**

City Inspector Hours: **8:00 am to 4:30 pm, Monday through Friday.**

Any inspection requested by the contractor outside those hours will be considered overtime to be paid by the Contractor.

**16. INSPECTION OVERTIME COST: \$100/hr.**

Exhibit "A"

## CITY OF FORT LAUDERDALE CONSTRUCTION AGREEMENT

THIS Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and \_\_\_\_\_, a Florida \_\_\_\_\_ Company/Corporation (Contractor), (Party or collectively Parties);

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No. \_\_\_\_\_, Project No. \_\_\_\_\_, which was opened on \_\_\_\_\_; and,

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the Project.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

### ARTICLE 1 – DEFINITIONS

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 Agreement – This written Agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 Application for Payment – The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
- 1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.
- 1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 Bid Documents – Advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and sample agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 Certificate of Substantial Completion - Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.

Exhibit "A"

- 1.7 Change Order - A change order is defined as a written order to the Contractor approved by the City, authorizing a revision of an underlying agreement between the City and the Contractor 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 the contract.
- 1.8 City – The City of Fort Lauderdale, Florida including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, Task Orders, General Conditions, Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.
- Permits on file with the City and/or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.
- 1.10 Contract Price – The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed and each subsequent Task Order.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – When modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

- 1.15 Effective Date of the Agreement – The effective date of the Agreement shall be the date the Contract is executed by the parties. The Contractor shall provide all required payment and performance bonds and insurances to the City within ten (10) calendar days following the City Commission approval. Upon verification of all bonds and insurances, the City will issue a written notice to proceed (NTP) to the Contractor.
- 1.16 Final Completion Date – The date the Task Order Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.20 Holidays - Those designated non-work days as established by the City Commission of the City of Fort Lauderdale.
- 1.21 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.22 Notice of Award - The written notice by City to the Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.



- 1.23 Notice to Proceed – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run. Contractor will immediately commence work upon receipt of the Notice to Proceed. Task Orders executed under this Contract will contain set timeframes in which the Task Order work shall be started and completed.
- 1.24 Plans - The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and/or are referred to in the Contract Documents and/or Task Orders.
- 1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project – The total construction of the Work to be provided as defined in the Contract Documents and each executed Task Order.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents will be signed and sealed by a Professional Engineer or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.31 Substantially Completed Date – A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project. If, at the time of inspection, it is determined the project is substantially completed, the City will issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.
- 1.32 Task Order – A written agreement between the City and Contractor defining the particular scope of work to be performed under this Contract. When necessary, plans, permits and specifications may be provided by the City to clarify the requirements of the Task Order work. Each Task Order will contain a timeframe in which the work shall be completed in order for the Contractor to avoid being subjected to liquidated damages.



- 1.33 **Work** – The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents and/or Task Order. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.

## ARTICLE 2 – SCOPE OF WORK

- 2.1 The Contractor shall complete all work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE  
ITB 12504-613 PROJECT 12220

- 2.2 All Work for the Project shall be constructed in accordance with the approved plans and Specifications. The Work generally involves:

### PROJECT DESCRIPTION

This project is located throughout the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, the construction and installation of various storm water infrastructure consisting of: catch basins, storm water manholes, piping, exfiltration trenches, tidal valves, swales regrades, retention area, pipe lining, pervious pavements and repair of the aforementioned.

In addition to the storm water infrastructure, the contract covers restoration activated and miscellaneous utility relocations needed to execute these projects. This includes, but not limited to, landscape/hardscape removal and reinstall, pavers/pavement/asphalt removal and reinstall, relocation of various utility pipes and boxes, use of equipment for specialized work, maintenance of traffic, dewatering activities and pollution prevention items.

- 2.3 Within ten (10) days of a Notice to Proceed of the start date noted on each Task Order, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of all personnel employed. The general sequence of the Work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

## ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as **Rares V. Petrica**, whose address is **101 NE 3<sup>rd</sup> Avenue, Suite 1410, Fort Lauderdale, FL 33301-1016**, telephone number: **(954) 828-6720**, and email address is **rpetrica@fortlauderdale.gov**. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

Exhibit "A"

## ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the City and Contractor are incorporated herein and attached to this Agreement, and consist of the following:

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement [Plans (sheets [ ] to [ ] inclusive)].
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions as amended by the Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Addenda number \_\_\_\_\_ through \_\_\_\_\_, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law.
- 4.11 Invitation to Bid No., \_\_\_\_\_, Instructions to Bidders and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., \_\_\_\_\_, dated \_\_\_\_\_.
- 4.13 Schedule of Completion.
- 4.14 All amendments, modifications, supplements, Task Orders, change orders, and work directive changes, issued on or after the Effective Date of the Agreement.
- 4.15 Any Additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

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

- a. Agreement.
- b. Approved change orders, addenda or amendments.
- c. Specifications (quality) and Drawings (location and quantity).

Exhibit "A"

- d. Supplemental conditions or special terms.
- e. General Terms and Conditions.
- f. This Agreement dated \_\_\_\_\_, and any attachments.
- g. Invitation to Bid No., \_\_\_\_\_, and the specifications prepared by the City.
- h. Contractor's response to the City's Invitation to Bid No., \_\_\_\_\_, dated \_\_\_\_\_.
- i. Schedule of Values.
- j. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

#### ARTICLE 5 – CONTRACT TIME

- 5.1 The initial contract term shall commence upon the date of award by the City and shall expire two (2) years from that date. The City reserves the right to extend the contract for two (2) additional one (1) year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.2 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.
- 5.3 The Contractor shall mobilize to the project site and begin construction activities within N/A calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).

Exhibit "A"

- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.
- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new Task Orders will be assigned after the contract's expiration nor will any new work be performed after that date.

#### **ARTICLE 6 – CONTRACT PRICE**

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7 based on the value of the executed Task Orders issued for this Contract.
- 6.2 The parties expressly agree that the Contract Price is a unit price contract, in accordance with those line item unit prices contained in the Contractor's ITB response and incorporated by reference herein. The quantities of work in the Proposal are a rough approximation only. The total quantities of work to be included in this Contract and actually performed may vary widely depending upon the work that will be authorized by the City through Task Orders, during the period of this Contract.
- 6.3 The Contract Price constitutes the total compensation payable to Contractor for the cumulative value of each executed Task Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

#### **ARTICLE 7 – PAYMENT PROCEDURES**

- 7.1 Contractor shall submit Applications for Payment, for each executed Task Order, in accordance with the Contract Documents. Applications for Payment will be processed by the City as provided for in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's executed Task Order and corresponding Application for Payment, which shall be submitted by the Contractor between the first (1<sup>st</sup>) and the tenth (10<sup>th</sup>) day after the end of each calendar month for which payment is requested, or upon completion of the work of the executed Task Order. All progress payments will be made on the basis of the progress of the Work completed on the executed Task Order.
- 7.3 Prior to Final Completion of each Task Order, progress payments will be made in an amount equal to ninety percent (90%) of the value of Work completed less in each case the aggregate of payments previously made.

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- 7.4 Final Payment: Upon final completion of the Work under each Task Order, the City shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price.
- 7.5 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2020), as amended or revised, provided however, complete and error free pay application is submitted.
- 7.6 The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.
- 7.7 Payment Card Industry (PCI) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement, and prior to agreeing to and execution of each Task Order under this Contract, Contractor makes the following representations upon which the City has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, conducted all necessary extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of each Task Order and associated Contract Documents, the Work, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in each Task Order. Furthermore, Contractor warrants and confirms that it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules,

Exhibit "A"

regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under each Task Order, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Task Order and all other matters which can in any way affect the Work, schedule, or the cost thereof under the Task Order and associated Contract Documents.
- 8.4 The Contractor has also studied on its own, subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the Task Order Work can be completed for the Proposed Price submitted and within the timeframe agreed upon within each Task Order.
- 8.5 Contractor has made or cause to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work under each Task Order at the Contract Prices, within the Contract Time of the specified Task Order and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data related to each Task Order with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents related to each Task Order and the written resolution by City is acceptable to the Contractor.
- 8.8 Labor
- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents for each Task Order. The Contractor shall at all times maintain good discipline and order at the site.
- 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work under each Task Order.
- 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of each Task Order. The Contractor understands and agrees that the superintendent's physical presence on the job

Exhibit "A"

site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Agreement in accordance with Article 17.

- 8.8.4 Where required and necessary, the contractor shall, at all times, have a certified "competent person" assigned to the job site for each Task Order. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work assigned under each Task Order shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in a notice to stop work on a Task Order or termination of the Agreement in accordance with Article 17.

#### 8.9 Materials:

- 8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work under each Task Order.

- 8.9.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.

- 8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 8 a.m. and 5:00 p.m., Monday through Friday.

Unless approved by the City in advance, the Contractor will not perform work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. For any overtime inspection required by City personnel, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. **It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of \$100.00 per hour.** The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

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8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and hold harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses.

The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, and the State of Florida.

8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

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The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which does not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for, or will be required to replace or restore at no expense to the City all properties and areas not protected or preserved as may be required that is destroyed or damaged.

During the progress of the Work, the Contractor shall keep the premises free from accumulation of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

- 8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

- 8.16.1 Flow of material and equipment from suppliers.
- 8.16.2 The interrelated work with affected utility companies.
- 8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.
- 8.16.4 The effort of independent testing agencies.
- 8.16.5 Notice to affected property owners as may be directed by the Project Manager.
- 8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

- 8.17 Project Record Documents and As-Builts (Record Drawings): Contractor shall be responsible for maintaining up to date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-builts) and a CD of the electronic drawing files created in AutoCAD 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

- 8.18 Safety and Protection:

- 8.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 8.18.1.1 All employees working on the project and other persons who may be affected thereby.

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- 8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
- 8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.
- 8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.
- 8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.
- 8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the City, from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the City. At such time, a City approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. sections 9607, as amended or revised, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

- 8.22 No Extended Damages : For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused

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by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

- 8.23 No Liens: If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the Work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

- 8.24 Weather Emergencies: Upon issuance of a Hurricane Watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a Hurricane Warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available and in the City before, during and immediately after the storm.

Upon issuance of a Hurricane Warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time it is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

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- 8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, pandemics, war, act of Governmental Authority, state of emergency, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 96 hours after such an occurrence. The Contractor shall use its reasonable efforts to minimize such delays. The Contractor shall promptly provide an estimate of the anticipated additional time required to complete the Project.

- 8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Additionally, the Contractor assures that it, the sub recipient or its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate. This additional language must be included in each subcontract the prime contractor signs with a subcontractor.

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## ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.
- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City’s decisions on all claims, questions and determination are final.
- 9.5 Cancellation For Unappropriated Funds: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

## ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds (“Bond”), in an amount equal to 100% of the value of each Task Order issued as security for the faithful performance and payment of all the Contractor’s obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable

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Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

**10.1.1 Performance Bond:** The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2020), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

**10.2 Disqualification of Surety:** If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

**10.3 Insurance**

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

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result

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of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

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

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

Contractor's Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

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.

Workers' Compensation and Employer's Liability

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

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

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

#### Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

#### Insurance Certificate Requirements

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

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- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

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

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

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

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

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

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

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

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**NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON GENERAL LIABILITY POLICIES.**

**A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.**

**ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, Contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.

11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

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- 11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.
- 11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1, 11.2.2 and 11.2.3 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.
- 11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other Party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.
- 11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City, remove it from the site and replace it with non-defective Work.
- 11.6 One Year Correction Period After Final Payment: If, within one (1) year after the date of final acceptance of work on each Task Order, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

If The Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

- 11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the City's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contracts Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.
- 11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

## ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its Subcontractors, agents, suppliers, employees, or laborers; (c) any and all bodily

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injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

12.2.2 Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.

12.2.4 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the City.

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12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes(2020), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

### ARTICLE 13 – CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the City may, from time to time order additions, deletions or revisions in the Work through the issuance of Task Order Amendments. Upon receipt of a Task Order Amendment, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. The City reserves the right to add, delete or modify any or all pay items and/or quantities. All adjustments shall be made on the per unit price basis where unit prices are quoted. Other adjustments, if any, shall be based on a fair and equitable manner per the Contract Documents or mutually negotiated price between the Contractor and City. In the event the Contractor and City cannot come to an agreement on a price or price adjustment, the City shall have the right to complete that item or work by other means without invalidating the Contract. No claim of loss of profit shall be made against the City.
- 13.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

### ARTICLE 14 – CHANGE OF CONTRACT PRICE

Contract Price shall not exceed that which is agreed to in this Agreement. Any increase to the Contract Price shall be executed through an Amendment to this Agreement and approved by the City Commission.

- 14.1 Time for the City to Approve Contract Amendment: Should the cumulative amount of the executed Task Orders exceed the Contract Price, a Contract Amendment must be approved by the City Commission authorizing additional funding for this Contract if it exceeds the threshold established in the City Code.

### ARTICLE 15 – CHANGE OF THE CONTRACT TIME

- 15.1 The Contract Time shall be for **two (2) years** from the date of Commission award subject to **two (2) one (1) year** renewal terms.
- 15.2 All time limits stated in the Contract Documents and within each executed Task Order are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.

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- 15.3 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.4 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Contract, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

## ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work of an executed Task Order within the agreed upon and approved time for said Task Order, the Contractor shall pay to the City the sum of **Five Hundred Dollars (\$500.00)** for each and every calendar day that the completion of the Task Order is delayed beyond the time agreed upon for said Task Order, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each Task Order for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.
- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project

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overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

#### **ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION**

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City May Terminate Work: The City retains the right to terminate this Agreement as well as any task order, with thirty (30) days prior written notice. Additionally, the City may also terminate this Agreement as well as any task order upon fifteen (15) calendar days' notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor makes a general assignment for the benefit of creditors.
- 17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
- 17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
- 17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- 17.2.5 If the Contractor repeatedly disregards proper safety procedures.
- 17.2.6 If the Contractor disregards any local, state or federal laws or regulations.
- 17.2.7 If the Contractor otherwise violates any provisions of this Agreement.

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- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.
- 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.
- 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
- 17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:
- 17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.
- 17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.

17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

17.4.2 Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Contractor, the following shall occur:

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

17.5 Termination for Convenience: This Contract may be terminated for convenience in writing by City upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.

17.6 Where the Contractor's service has been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.

- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

## ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of Contract Administrator and Contractor shall be submitted to the Consultant for resolution. When either party has determined that a disputed question, claim, difficulty or dispute, is at an impasse, that party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the Consultant for resolution. The Parties may agree to a proposed resolution at any time without the involvement and determination of the consultant.
- 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.
- 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the Parties hereto, the Party objecting to the determination must notify the other Party and the City Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the City Manager. The City Manager's decision shall be final and binding on the Parties.
- 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.4 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

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## ARTICLE 19 – NOTICES

- 19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the City: City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301-1016

with copies to:

Project Manager and City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301-1016

To the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes (2020), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28 (2020), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis

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such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

#### **ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL**

- 21.1 This Agreement shall be governed by the laws of the State of Florida. Both Parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. Venue for any claim, objection or dispute arising out of this Agreement shall be in Broward County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either Party may have to a trial by jury in any civil litigation related to, or arising out of the Project. Contractor shall specifically bind all subcontractors to the provisions of this Contract.**

#### **ARTICLE 22 – MISCELLANEOUS**

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.

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- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2020), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), 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 (2020), as may be amended or revised.
- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2020), 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 City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2020), as may be amended or revised, , for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.
- 22.9 Attorney Fees: If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Public Records

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Exhibit "A"



Annual Construction of General Stormwater Infrastructure  
(Contractor)  
Project 12220

CITY

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

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: \_\_\_\_\_  
CHRISTOPHER J. LAGERBLOOM  
City Manager

ATTEST:

By: \_\_\_\_\_  
JEFFREY A. MODARELLI  
City Clerk

Approved as to Legal Form:  
Alain E. Boileau, City Attorney

By: \_\_\_\_\_  
RHONDA MONTTOYA HASAN  
Assistant City Attorney

Exhibit "A"

**CONTRACTOR**

WITNESSES:

CONTRACTOR.,  
a Florida company/corporation.

\_\_\_\_\_

By: \_\_\_\_\_

Print Name

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Print Name

By: \_\_\_\_\_

Secretary

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, (NAME OF AUTHORIZED OFFICER), as \_\_\_\_\_ (TITLE OF AUTHORIZED OFFICER,) for \_\_\_\_\_ (NAME OF COMPANY), a Florida \_\_\_\_\_ (TYPE OF COMPANY).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

Exhibit "A"

# **DETAILED SPECIFICATIONS**

Exhibit "A"

## SPECIFICATIONS GENERAL STORMWATER ANNUAL CONSTRUCTION CONTRACT

For all pay items not detailed below, please reference the FDOT Basis of Estimate, latest edition, for descriptions.

<http://www.fdot.gov/programmanagement/Estimates/BasisofEstimates/BOEManual/BOEOnline.shtm>

- **FDOT PAY ITEM # 101-1 / MOBILIZATION – NIGHT WORK / UNIT EA**

**Description**

Unit price of the item listed above includes full compensation for all work described in the referenced FDOT pay item for projects where the Contractor needs to be mobilized at nighttime, 8 p.m. to 5 a.m., as requested by the City Project Manager or his designee.

- **FDOT PAY ITEM # 101-1 / MOBILIZATION - MOBILIZE WITHIN 24 HOURS FOR EACH PROJECT / UNIT EA**

**Description**

Unit price of the item listed above includes full compensation for all work described in the referenced FDOT pay item for projects where the Contractor needs to be mobilized within twenty-four (24) hours after requested by the City Project Manager or his designee. mobilization.

- **LIGHT TOWER WITH POWER SOURCE, AMIDA /TEREX AL4000 OR EQUIVALENT, F&I / UNIT ED**

**Description**

Unit price of the item listed above includes full compensation for all labor and material necessary to properly furnish a light source, operate as needed, and remove after use.

- **FDOT CERTIFIED FLAG PERSON / UNIT HR**

**Description**

Unit price of this item includes full compensation for worked performed by a FDOT certified flagman. Proof of certification must be provided to City Project Manager.

- **ORANGE PLASTIC MESH AND POST/ UNIT LF**

**Description**

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work.

- **STEEL TRAFFIC PLATES FOR UP TO 12' LANES/ UNIT DAILY/WEEKLY RATES**

**Description**

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work. Reimbursement of this pay item will be based on the daily/weekly rates specified.

The steel traffic plates must be able to withstand H-20 traffic loads, meet ASTM A36 steel requirements, and when installed, must extend a minimum of 12-inches beyond the edges of the excavation.

Exhibit "A"

This item includes steel pins and temporary asphalt/plastic transition ramps

- **SURVEY FIELD WORK BY CREW / UNIT HR**

**Description**

Unit price of this item includes full compensation for all work performed by a survey crew. This includes boundary and topographic surveys, staking out utility locations and/or as-builts. It shall be noted that layout, staking, construction surveying, data collection, and as-built drawing preparation and certification is required on all pipe and structure installation work and is considered incidental to the work being performed under each Task Order and no other payment will be made for such incidental work. This pay item is intended for survey work and drawings that are outside the scope of work of an approved Task Order.

- **UTILITY LOCATING AND EXCAVATION TEST HOLE IN GREEN AREAS/ UNIT EA**

**Description**

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work. The whole excavation may be hand dug, or equipment may be used to ascertain the horizontal and vertical locations of utility.

- **UTILITY LOCATING AND EXCAVATION TEST HOLE IN PAVEMENT AREAS/ UNIT EA**

**Description**

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work. The whole excavation may be hand dug, or equipment may be used to ascertain the horizontal and vertical locations of utility.

- **SWALE EXCAVATION, GRADING AND RESTORATION/ UNIT SY**

**Description**

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the swale work per the geometry depicted in engineering plans and specifications. The maximum depth of the swale cannot exceed 36" with side slopes 3:1 or less. This bid item includes the shaping of the swale area and the sod, but does not include additional items like washed rock trench, filter fabric or slope stabilization. Reimbursement of this item will be based on surface area of the finished swale (SY).

- **PAVEMENT MARKINGS PAINTED/THERMOPLASTIC / UNIT LF/SF**

**Description**

Unit price of these items include full compensation for all work described in the referenced FDOT pay items.

In addition to the FDOT pay item scope, temporary pavement tape/paint shall be included as part of this bid item until the permanent markings are applied.

- **CURB OR CURB AND GUTTER REMOVAL / UNIT LF**

**Description**

Unit price of this item includes full compensation for performing and completing all the work of removal and legal disposal of concrete curb or curb and gutter and the underlying limerock layer, if present.

Exhibit "A"

- **PAVER BLOCK REMOVAL / UNIT SF**

**Description**

Unit price of this item includes full compensation for performing and completing all the work of removal and legal disposal of pavers and the underlying support layer. Concrete paver band removal shall be invoiced as curb and gutter removal.

- **REMOVAL AND DISPOSAL OF UNSUITABLE, NON-CONTAMINATED MATERIALS/ UNIT CY**

**Description**

Unit price of this item includes full compensation for all work necessary for the proper removal and legal disposal of unsuitable materials not covered under other pay items. This pay item also includes the removal and legal disposal of miscellaneous utility infrastructure items which are not specifically addressed in the line items of this contract.

- **UTILITY PIPE REMOVAL AND DISPOSAL / UNIT LF**

**Description**

Unit price of these items include full compensation for all work described in the referenced FDOT pay items.

In addition to the pipe itself, this item shall include the removal and disposal of all valves, fittings and appurtenances that are part of the utility pipe. are not specifically addressed in the line items of this contract.

- **STORM/SANITARY STRUCTURE REMOVAL / UNIT EA**

**Description**

Unit price of these items include full compensation for removal and disposal of structure less than 7' in diameter or square equivalent.

In addition to the structure itself, this item shall include the removal and disposal of all bedding, frames, grates appurtenances that are part of the structure. For larger structure, the pass thru item may be used.

- **LIMEROCK REMOVAL AND DISPOSAL UP TO A MAXIMUM DEPTH OF 8" / UNIT SY**

**Description**

Unit price of these items include full compensation for removal and disposal of limerock up to 8" thick.

This item does not include the removal of asphalt or other substrate layers. If the limerock thickness being removed exceeds 8", the remaining material removal shall be invoiced on a prorated basis.

- **TEMPORARY COLD PATCH ASPHALT/ UNIT CF**

**Description**

Unit price of these items include full compensation for placement and removal of cold patch asphalt for temporary applications.

- **FDOT PAY ITEM # 522-2 / CONCRETE SIDEWALK, 6" THICK / UNIT SY**

Exhibit "A"

**Description**

Unit price of the item listed above includes full compensation for all work described in the referenced FDOT pay item.

ADA ramps and detectable warning installation are not covered under this line item.

- **FDOT PAY ITEM # 527-2 / DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT, F&I / UNIT SF**

**Description**

Unit price of the item listed above includes full compensation for all work described in the referenced FDOT pay item; however the unit of measurement is square feet of installed detectable warning.

- **ADA RAMP / UNIT EA**

**Description**

Unit price of the item listed above includes full compensation for:

- Item includes detectable warning surface.
- Ramp must conform to FDOT Design Standards Index #300 and #304 or variation approved by the City Project Manager.
- Ramp size area shall not exceed 100 SF. Any area beyond the 100 SF, will be invoiced per the 6" thick concrete sidewalk pay item (FDOT #522-2)

- **CATH BASINS/MANHOLES/ADS DRAINS/TRENCH DRAINS / UNIT EA/LF**

**Description**

Unit price of this item includes full compensation for all the work described under the referenced pay item regardless of the type of structure.

Unit price of the items listed above include full compensation for all work necessary to place the structure in the ground, this includes gravel for the base, frame and grates and the usage of a trench box, sheeting and/or dewatering pumps during the installation.

Sodding, landscaping and pavement restoration will be paid under separate items.

\*\*\*The manhole frames and covers must have the City of Fort Lauderdale Logo embossed, per the detail below.

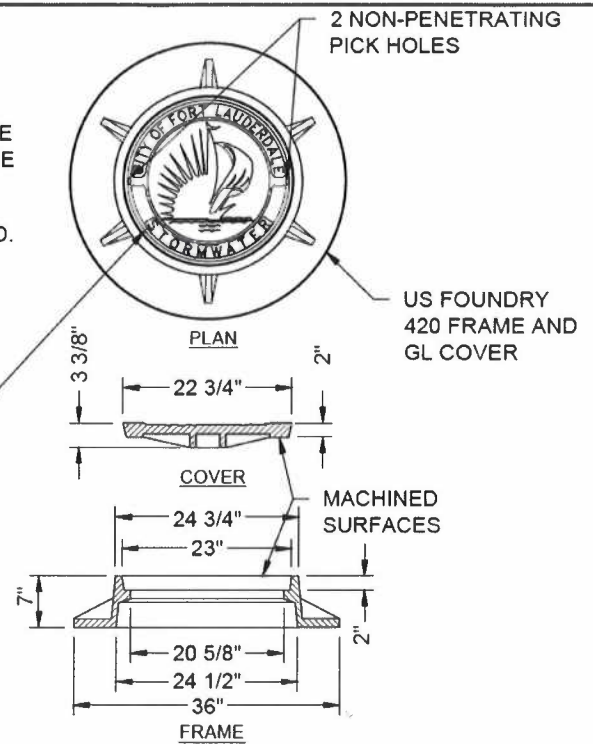
**Exhibit "A"**

STRM017 - MANHOLE FRAME AND COVER Detail, January 29, 2021

**NOTES:**

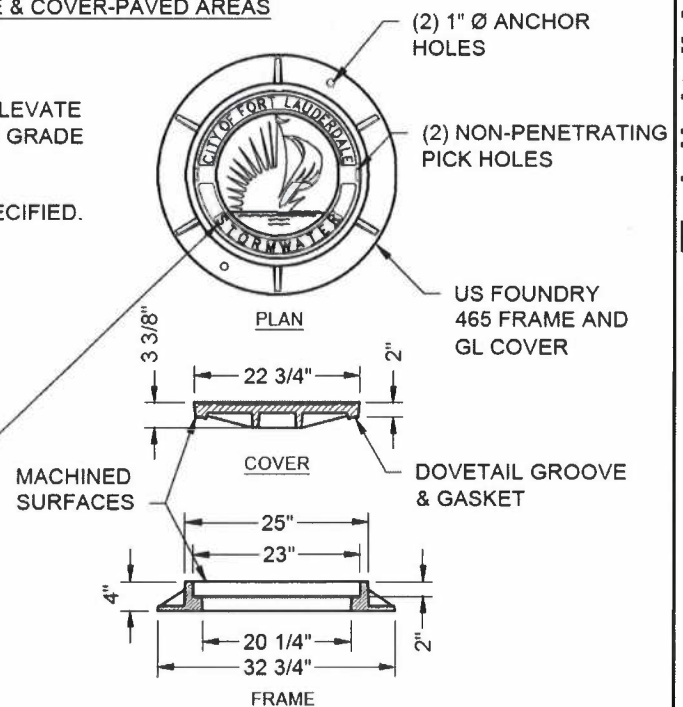
1. MATERIAL: ASTM-A48 GRAY IRON CLASS 35B.
2. ADDITIONAL GRADE RINGS MAY BE USED TO ELEVATE EXISTING MANHOLE FRAMES TO RESURFACED GRADE (MAX 4" HEIGHT).
3. OPTIONAL: HINGED FRAME AND COVER AS SPECIFIED.
4. LOAD RATING: AASHTO H-20

LETTERING SHALL BE "STORMWATER", OR  
"TIDAL VALVE" AS INDICATED BY THE  
SERVICE SHOWN ON PLANS

**NOTES:****MANHOLE FRAME & COVER-PAVED AREAS**

1. MATERIAL: ASTM-A48 GRAY IRON CLASS 35B.
2. ADDITIONAL GRADE RINGS MAY BE USED TO ELEVATE EXISTING MANHOLE FRAMES TO RESURFACED GRADE (MAX 4" HEIGHT).
3. OPTIONAL: HINGED FRAME AND COVER AS SPECIFIED.
4. LOAD RATING: AASHTO H-20

LETTERING SHALL BE "STORMWATER", OR  
"TIDAL VALVE" AS INDICATED BY THE  
SERVICE SHOWN ON PLANS

**MANHOLE FRAME & COVER-UNPAVED AREAS**

CITY OF FORT LAUDERDALE  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DETAILS

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

**MANHOLE FRAME AND COVER**

DETAIL NO.  
STRM  
017  
REVISED:  
2017/12/22

Exhibit "A"



- **FDOT PAY ITEM # 425-11: DRAINAGE STRUCTURE MODIFY / UNIT EA**

**Description**

Unit price for this item shall include core drilling a new opening for a pipe into an existing structure, enlarging or reducing and existing structure opening to accommodate a new pipe and filling in an existing invert opening.

- **PIPE CULVERT INSTALLATION / UNIT LF**

**Description**

Unit price of the items listed above include full compensation for all work described in the referenced FDOT pay items. Pipe material is to be selected by the City Project Manager depending on the field conditions.

Unit price of the items listed above include full compensation for all work described in the referenced FDOT pay items, this includes pipe bedding, and the usage of a trench box, sheeting and backfilling the trench.

Dewatering activities, sodding, landscaping and asphalt/concrete/paver pavement restoration will be paid under separate items.

- **FDOT PAY ITEM 443-70-3/4: FRENCH DRAIN / UNIT LF**

**Description**

Unit price of the items listed above include full compensation for all work and materials needed to install the French drain system per the specifications described in the referenced FDOT pay items (#433-70-3/4). This price must include the perforated/slotted pipe, RCP or optional material, filter fabric, #57 washed rock trench not to exceed maximum 5' width and 6' depth.

- **FRENCH DRAIN AGGREGATE/ UNIT CY**

**Description**

Unit price of the items listed above include full compensation for all work and materials needed to install additional French drain aggregate consisting of #57 washed rock.

- **FDOT PAY ITEM E430-94-1/2/3/4/5: DESILTING AND CLEANING OF DRAINAGE PIPE/ UNIT LF**

**Description**

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work per the FDOT pay items (#430-94-1/2/3/4/5).

In addition to the scope of work outlined above, a video taping of the pipe afterwards will be required for approval by the City Project Manager.

- **WELL POINT DEWATERING SYSTEM / UNIT ED**

**Description**

Unit price of the item listed above includes full compensation for all labor and material necessary to install and successfully operate the well point dewatering system, including sheet piling, well points, pump and settlement box if necessary.

The line item must cover different sized pit excavations as required to install the stormwater infrastructure.

Exhibit "A"

- **BY-PASS PUMP / UNIT ED**

**Description**

Unit price of the item listed above includes full compensation for all labor and material necessary to install and successfully operate the by-pass pump for dewatering purposes.

- **DRAINAGE LINE PLUGS / UNIT EA**

**Description**

Unit price of the item listed above includes full compensation for all labor and material necessary to install and remove a drainage line plug.

The type of plug and material will be left to the Contractor's discretion as long as it provides a proper seal with no leaks and as approved by the City Project Manager.

- **FENCING AND GATES / UNIT FL**

**Description**

Unit price of the item listed above includes full compensation for all labor and material necessary to install standard fence types per the local building department codes of municipalities.

This line item does not cover removal of the old fence, landscape and hardscape elements, these can be invoiced as their respective line items.

- **MISCELLANEOUS HOURLY RATES / UNIT HR**

**Description**

Unit price of the item listed above includes full compensation for all labor and equipment specified in the bid items.

This is only for work to be performed in above and beyond the scope specified in each bid item of this contract.

- **POLLUTION RETARDANT BAFFLE WITH CLEANOUT ACCESS FOR / UNIT EA**

**Description**

Unit price of the item listed above includes full compensation for all labor and material necessary to install the skimmer per the City standard detail below.

Exhibit "A"

STRM05: SKIMMER FOR EXFILTRATION TRENCH OUTLET TYPE 1 - SHEET 1 Tuesday, September 20, 2017

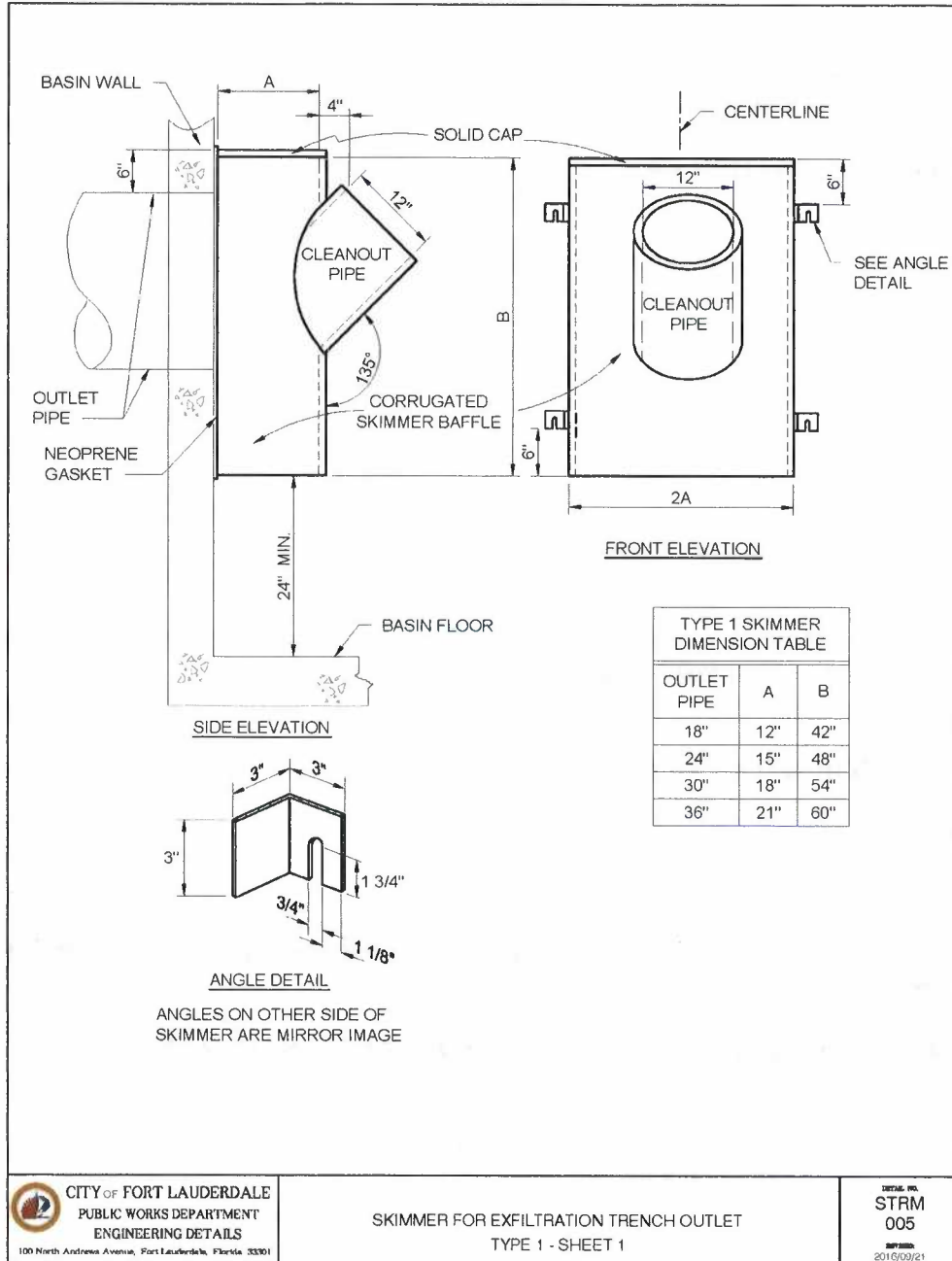


Exhibit "A"

SKIMMER FOR EXFILTRATION TRENCH OUTLET - TYPE 2 Tuesday, September 30, 2016

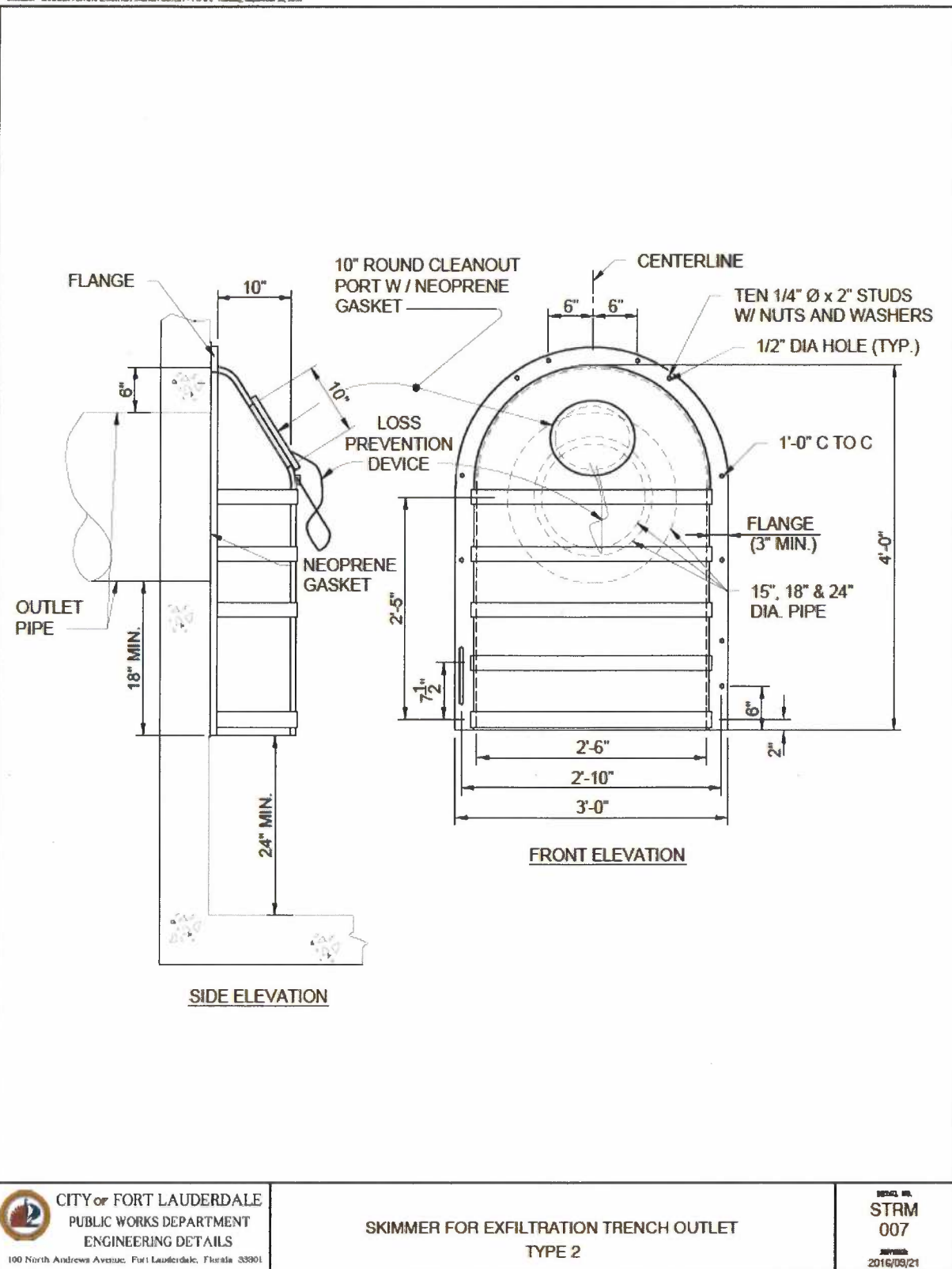


Exhibit "A"

SKIMMER - SKIMMER FOR EXFILTRATION TRENCH OUTLET - NOTES - Reading, September 10, 2016

**NOTES:**

1. THE SKIMMER IS A HOODED COVER, MOUNTED OVER AN OUTLET IN A CATCHBASIN, THAT PREVENTS OIL AND FLOATING DEBRIS FROM EXITING THE BASIN. USE THIS SKIMMER IN CATCHBASINS WHERE THERE IS A NEED TO PREVENT OIL, DEBRIS OR OTHER FLOATING CONTAMINANTS FROM EXITING CATCHBASINS THROUGH OUTLET PIPES.
2. PLACE NEOPRENE GASKET MATERIAL BETWEEN THE SKIMMER AND THE CATCHBASIN AT ALL POINTS OF CONTACT. TRIM THE GASKET NEATLY TO EXTEND 1/2 INCH BEYOND THE JOINT ON ALL SIDES.
3. SKIMMER BAFFLE, CLEANOUT PIPE AND ANGLES SHALL BE PRIMARILY CONSTRUCTED OF EITHER GALVANIZED STEEL, ALUMINUM, POLYVINYL CHLORIDE, POLYETHYLENE, FIBERGLASS OR ACRYLONITRILE BUTADIENE STYRENE. ALL STEEL COMPONENTS, OTHER THAN STAINLESS STEEL, SHALL BE HOT-DIP GALVANIZED.
4. MOUNTING HARDWARE, HINGES AND LATCHES SHALL ALL BE 316 STAINLESS STEEL. LOSS PREVENTION DEVICE SHALL BE EITHER 316 STAINLESS STEEL CHAIN OR RIVETED NYLON STRAP.
5. MATERIAL USED IN CONSTRUCTION OF SKIMMER BODIES (BAFFLES) AND CLEANOUT PIPE SHALL COMPLY WITH FDOT STANDARD SPECIFICATION 943 FOR STEEL, 945 FOR ALUMINUM OR 948 FOR PLASTICS.
6. ALL COST FOR FURNISHING AND INSTALLING A SKIMMER SHALL BE INCLUDED IN THE COST OF THE BASIN IN WHICH IT IS INSTALLED.
7. PLASTIC SKIMMER SHALL CONTAIN A MINIMUM OF 1.5% BY WEIGHT OF CARBON BLACK FOR UV PROTECTION.
8. THE BACKS OF SKIMMERS MUST CONFORM TO THE SHAPE OF THE BASIN WALLS ON WHICH THEY ARE MOUNTED.
9. THE CLEANOUT PORT FOR THE TYPE 2 SKIMMER SHALL BE GASKETED, WITH EITHER A THREADED SCREW-IN LID OR A LID SECURED BY FOUR STAINLESS STEEL QUICK-RELEASE LATCHES.
10. TYPE II SKIMMER ARE TO BE USED ONLY WITH OUTLET PIPE DIAMETERS OF 15", 18" AND 24".

- **INLINE TIDAL CHECK VALVE: WASTOP OT APPROVED EQUAL / UNIT EA**

**Description**

Contractors working on City projects will receive special pricing from the supplier of Wapro Wastop tidal valves. Pricing shown reflects pre-negotiated sale prices that will be honored for the City's Contractors. For the purpose of this item, "Furnish" includes purchasing the valve at City pricing and delivering the valve with all fittings, accessories and appurtenances to the Project site. "Install" includes labor, tools and equipment to install a Wastop check valve with all fittings; including excavation, grading, removal, and disposal of soil and debris and all other necessary appurtenances per City and manufacturer's specifications. See [www.wapro.com](http://www.wapro.com) for latest Wastop inline valve details and specifications.

- **ALUMINUM MANATEE GRATE / UNIT EA**

**Description**

Unit price of the item listed above includes full compensation for all labor and material necessary to install the manatee grate, per the detail below.

Exhibit "A"

STANDARD - MANATEE GRATE TYPICAL, July 28, 2017

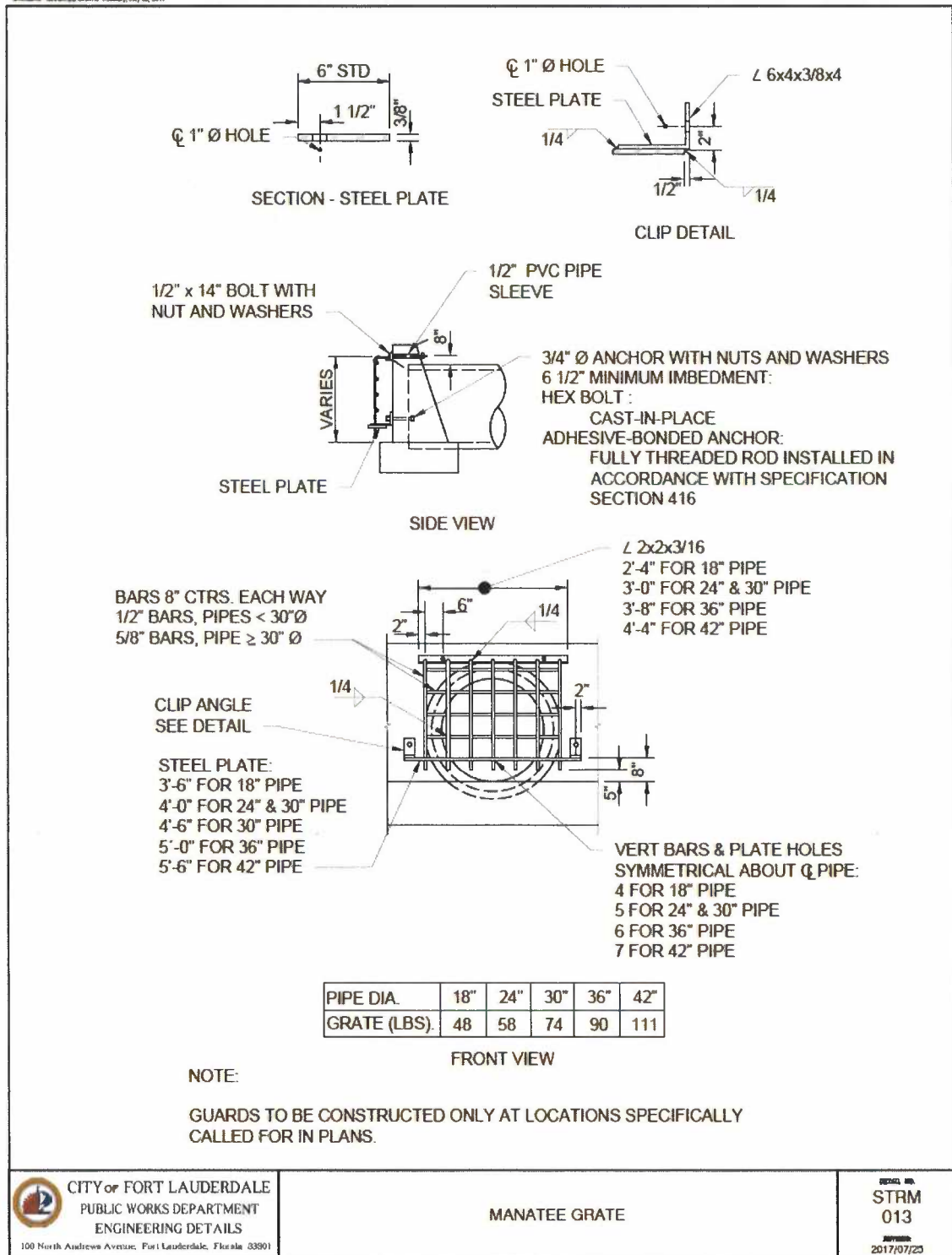


Exhibit "A"

- **CORE DRILL EXISTING SEWALL OUTFALLS/ UNIT EA**

**Description**

Unit price of the item listed above includes full compensation for all labor and material necessary to core drill new drainage outfalls in existing seawalls.

This item also covers enlarging existing outfalls to accommodate larger diameter pipes and grouting associated with the work to ensure a watertight seal between the pipe and the seawall.

- **PIPE BURSTING / UNIT LF**

**Description**

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work.

- Furnish all materials, labor, and equipment necessary to install new HDPE pipe by pipe bursting mechanism replacing existing broken pipe, including, but not limited to, contractor to perform CCTV of existing piping condition and post-construction condition, soil boring tests to find out the soil conditions, selection of machinery, unloading, stringing, excavating, dewatering, removal and disposal of unsuitable materials, bedding, pipe laying, core drilling concrete seawalls or catch basins, connecting new pipe to existing catch basins, backfilling, compacting, restoring project area back to original condition or better, including adjustments of valves, rims, covers, compliance with Florida Safety Act (90-96, Laws of Florida), and all other necessary appurtenances.

- **DIRECTIONAL BORE / UNIT LF**

**Description**

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work.

Furnish all materials, labor, and equipment necessary to install new HDPE pipe by directional boring mechanism replacing existing broken pipe, including, but not limited to, contractor to perform CCTV of existing piping condition and post-construction condition, soil boring tests to find out the soil conditions, selection of machinery, unloading, stringing, excavating, dewatering, removal and disposal of unsuitable materials, bedding, pipe laying, core drilling concrete seawalls or catch basins, connecting new pipe to existing catch basins, backfilling, compacting, restoring project area back to original condition or better, including adjustments of valves, rims, covers, compliance with Florida Safety Act (90-96, Laws of Florida), and all other necessary appurtenances.

- **FERTILIZER, F&I / UNIT EA**

**Description**

Unit price of this item includes full compensation for all work, labor, material, and equipment necessary for placement of fertilizer in compliance with Section 982 of the FDOT Standard Specifications.

- **ROOT BARRIER, F&I / UNIT LF**

**Description**



Unit price of the item listed above includes full compensation for work, labor, material, and equipment required to furnish and install a 2-foot tall, high density polyethylene root barrier. Trench work must also be included in the unit price for this item.

- **TREE REMOVAL / UNIT EA**

**Description**

Unit price of the items listed above include full compensation for all work, labor, equipment, and material required for the tree removal in its entirety. Unit price also must include:

- Any required excavation activities.
- Daily clean up and disposal of the plant material and any other incidental materials created during the plant removal operation such as, all tree trunks, limbs, leaves, twigs, sawdust and chips. Street and sidewalk areas shall be swept and all other areas shall be raked clean of debris generated through removal operations.
- Removal and/or treatment of any existing bee hives, wasps, hornets, or other hazardous pests within the tree.
- Utility location.
- Stumps and all visible surface roots shall be mechanically ground out to a minimum depth of 8 inches below the surrounding grade. For locations where sidewalk and curb exist, the surrounding grade shall be established by means of an imaginary line extending from the top of the curb to the street side edge. All excess stump chips shall be physically removed from the sites. Sufficient stump chips shall be left on site to fill the resulting depression slightly above the surrounding grade (to allow for some settlement).

All work shall be in compliance with ANSI A300 and Z133.1 Standards, city ordinances, and permit requirements.

- **STUMP GRINDING/REMOVAL / UNIT EA**

**Description**

Unit price of the items listed above include full compensation for work, labor, material, and equipment required to remove the tree stump in its entirety either by pulling or grinding it out. Unit price also must include:

- Any required excavation activities.
- Daily clean up and disposal of the plant material and any other incidental materials created during the stump removal operation. Street and sidewalk areas shall be swept and all other areas shall be raked clean of debris generated through removal operations.
- Grading of the landscaping area from which the stump was removed.
- Utility location.

All work shall be in compliance with ANSI A300 and Z133.1 Standards, city ordinances, and permit requirements.

Exhibit "A"

- **SOD / UNIT SY**

**Description**

Unit price of the items listed above include full compensation for work, labor, material, and equipment required to install sod, level it and water it for 2 weeks as needed.

- **HEDGE-TREE-PALM REPLACEMENT / UNIT SY**

**Description**

Unit price of the items listed above include full compensation for work, labor, material, and equipment required to install the landscape bid item, species and height. The price must include 2 weeks of watering as need.

For exotic species replacement not covered under these bid items, the landscape pass thru item may be used.

**PASS-THRU ITEMS**

- **PASS-THRU COST – IRRIGATION SYSTEM AND LANDSCAPING / UNIT ALLOWANCE**

**Description**

This item includes full compensation for all labor, materials and equipment needed to install, repair and/or replace sprinkler systems, and landscape not specifically covered in the bid items of this contract. Contractor shall provide the City's Project Manager with receipts for all materials purchased and used to complete this work.

- **PASS-THRU COST – UNFORESEEN UNDERGROUND CONDITION / UNIT ALLOWANCE**

**Description**

This item includes full compensation for all labor, materials and equipment needed to install, repair and/or replace underground infrastructure encountered during construction activities, which was not specifically covered in the bid items of this contract and it was not identified by utility locators. Contractor shall provide the City's Project Manager with receipts for all materials purchased and used to complete this work.

- **PASS-THRU COST – PARTS, MATERIALS, AND MISCELLANEOUS ITEMS / UNIT ALLOWANCE**

**Description**

This item includes full compensation for miscellaneous materials needed during construction, which was not specifically covered in the bid items of this contract, including precast structures of large sizes and irregular shapes and replacement of restoration items. Contractor shall provide the City's Project Manager with receipts for all materials purchased and used to complete this work.

- **PASS-THRU COST – SPECIALIZED CONSTRUCTION ACTIVITIES / UNIT ALLOWANCE**

**Description**

This item includes full compensation for miscellaneous labor and equipment needed during construction, which was not specifically covered in the bid items of this contract. Contractor

Exhibit "A"

shall provide the City's Project Manager with receipts for all materials purchased and used to complete this work.

- **PASS-THRU COST – PERMIT AND CONSTRUCTION TESTING / UNIT ALLOWANCE**

**Description**

This item includes full compensation for miscellaneous permit and geotechnical testing fees needed during construction, which was not specifically covered in the bid items of this contract. Contractor shall provide the City's Project Manager with receipts for all permits or testing needed to complete this work

**Overall Description of the Pass-thru allowances**

The purpose of the Pass-thru allowance items listed above is to provide a means of covering the direct cost of the Contractor for any items not contained within the contract documents. Pass-thru items include construction activities for irrigation system and landscaping; unforeseen underground condition; parts, materials, and miscellaneous items; specialized construction activities; and permit fees.

The City Project Manager or his designee must approve use of Pass-thru items.

The City reserves the opinion to purchase and furnish materials or services if the City determines that the prices submitted by the Contractor are not fair and reasonable.

The Contractor is not allowed to markup cost of the Pass-thru items. Copy of the Contractor's invoices for materials and services from the supplier(s) or subcontractor(s) will be required before invoice approval.

In cases where the Contractor manufactures its own parts or directly provide the required service, it will charge the City a price within a competitive range. The City reserves the right to request verification or additional quotes.

Should the Contractor elect to subcontract any portion of an individual project, the Contractor must first check with the City Project Manager or his designee to identify if any City contracts can be utilized for the required services. If not available, the Contractor shall obtain a minimum of three (3) quotes and the cost of the "Pass-thru" shall be the lowest of the provided quotes, subject to approval of the City Project Manager or his designee. Parts provided by the subcontractor(s) must also be on a "Pass-Thru" basis.

Exhibit "A"

CITY OF FORT LAUDERDALE  
PUBLIC WORKS DEPARTMENT

MINORITY BUSINESS ENTERPRISE (MBE) - WOMEN BUSINESS ENTERPRISE (WBE)

PRIME CONTRACTOR IDENTIFICATION FORM

In order to assist us in identifying the status of those companies doing business with the City of Fort Lauderdale, this form must be completed and returned with your bid package.

Name of Firm:

Address of Firm:

Telephone Number:

Name of Person Completing Form:

Title:

Signature:

Date:

City Project Number:

City Project Description:

Please check the item(s) which properly identify the status of your firm:

- ☐ Our firm is not a MBE or WBE.
- ☐ Our firm is a MBE, as at least 51 percent is owned and operated by one or more socially and economically disadvantaged individuals.
- ☐ American Indian ☐ Asian ☐ Black ☐ Hispanic
- ☐ Our firm is a WBE, as at least 51 percent is owned and operated by one or more women.
- ☐ American Indian ☐ Asian ☐ Black ☐ Hispanic

Exhibit "A"

## MBE/WBE CONTRACTOR INFORMATION

The City, in a continuing effort, is encouraging the increased participation of minority and women-owned businesses in Public Works Department related contracts. Along those lines, we are requiring that each firm provide documentation detailing their own programs for utilizing minority and women-owned businesses.

Submit this information as a part of this bid package and refer to the checklist, to ensure that all areas of concern are covered. The low responsive bidder may be contacted to schedule a meeting to discuss these objectives. It is our intention to proceed as quickly as possible with this project, so your cooperation in this matter is appreciated.

CONTRACTOR CHECKLIST

- ☐ List Previous City of Fort Lauderdale Contracts

//

- ☐ Number of Employees in your firm  
--Percent (            %) Women  
--Percent (            %) Minorities  
--Job Classifications of Women and Minorities

- ☐ Use of minority and/or women subcontractors on past projects.

//

- ☐ Nature of the work subcontracted to minority and/or women-owned firms.

//

- ☐ How are subcontractors notified of available opportunities with your firm?

//

Exhibit "A"

☐ Anticipated amount to be subcontracted on this project.

//

☐ Anticipated amount to be subcontracted to minority and/or women-owned businesses on this project.

//

Exhibit "A"

**QUESTIONNAIRE SHEET**

PLEASE PRINT OR TYPE:

Firm Name:

President

Business Address:

//

Telephone:

Fax:

E-Mail Address:

What was the last project of this nature which you completed? Include the year, description, and contract value.

//

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

How many years has your organization been in business?

Have you ever failed to complete work awarded to you; if so, where and why?

The name of the qualifying agent for the firm and his position is:

Certificate of Competency Number of Qualifying Agent:

Effective Date:

Expiration Date:

Licensed in:

Engineering Contractor's License #

(County/State)

Expiration Date:

**NOTE:** To be considered for award of this contract, the bidder must submit a financial statement upon request.

**NOTE:** Contractor must have proper licensing and shall provide copy of same with his proposal.

### QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

\_\_\_\_\_ //

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

a)

b)

c)

d)

e)

f)

g)

3. What equipment do you own that is available for the work?

//

4. What equipment will you purchase for the proposed work?

//

5. What equipment will you rent for the proposed work?

//

Exhibit "A"



**TRENCH SAFETY**

Bidder acknowledges that included in the appropriate bid items of his bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, Florida Statutes 553.60 – 553.64. The bidder further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A.			\$	\$
B.			\$	\$
C.			\$	\$
D.			\$	\$

Total: \$

The bidder certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R. s. 1926.650 Subpart P., and the Florida Trench Safety Act, Florida Statutes 553.60-553.64.

Failure to complete the above may result in the bid being declared non-responsive.

DATE:

(SIGNATURE)

STATE OF:

COUNTY OF:

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of Individual Signing)

who, after first being duly sworn by me,  
affixed his/her signature in the space provided above on this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC

My Commission Expires:

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

- 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
- 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

**NAME**

**RELATIONSHIPS**


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

Authorized Signature

Title

Name (Printed)

Date

**Exhibit "A"**

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Exhibit "A"

Authorized Signature

Print Name and Title

Date

## CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Signature

Date

Title

Exhibit "A"

**CONSTRUCTION BID CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

City:

State:

Zip:

Telephone No.:

FAX No.:

Email:

Check box if your firm qualifies for MBE / SBE / WBE: ☐

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

Name

Title

Name

Title

Name

Title

Name

Title

**ADDENDUM ACKNOWLEDGEMENT** - Bidder acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued

**VARIANCES:** If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

**Submitted by:**

Name (printed)

Signature

Date

Title

Exhibit "A"

Revised 4/28/2020

Exhibit "A"

BID NO. 12504-613  
ANNUAL CONSTRUCTION OF GENERAL STORMWATER  
INFRASTRUCTURE  
(P12220)

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**ADDENDUM NO. 1**

ISSUED: March 16, 2021

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

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

The following requirement listed in the Invitation to Bid and the Special Conditions has been revised as follows:

**Required Licenses/Certifications:**

Possession of a State of Florida General Contractor (GC) License **OR** an Underground Contractor's License is required for this Project.

All other terms, conditions, and specifications remain unchanged.

*Maureen Lewis, MBA, P2P2B*

Senior Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit "A"

BID NO. 12504-613  
ANNUAL CONSTRUCTION OF GENERAL STORMWATER  
INFRASTRUCTURE  
(P12220)

**ADDENDUM NO. 2**

ISSUED: April 2, 2021

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

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

The following requirement listed in the Invitation to Bid and the Special Conditions has been revised as follows:

(1.) The following is added to SPECIAL CONDITIONS item 09. BID ALLOWANCE

Pass-Thru Allowance Item for (Landscape, Irrigation, Unforeseen Underground Conditions, Miscellaneous Structures/Materials, Specialized Construction Activities and Permit Allowances)

**Description**

This item includes full compensation for the miscellaneous labor and materials outlined above, which was not specifically covered in the bid items of this contract. Contractor shall provide the City's Project Manager with receipts for all permits or testing needed to complete this work

**Overall Description of the Pass-thru allowances**

The purpose of the Pass-thru allowance item listed above is to provide a means of covering the direct cost of the Contractor for any items not contained within the contract documents. Pass-thru items include construction activities for irrigation system and landscaping; unforeseen underground condition; parts, materials, and miscellaneous items; specialized construction activities; and permit fees.

The City Project Manager or his designee must approve use of Pass-thru items. The City reserves the opinion to purchase and furnish materials or services if the

Exhibit "A"



City determines that the prices submitted by the Contractor are not fair and reasonable.

The Contractor is not allowed to markup cost of the Pass-thru items. Copy of the Contractor's invoices for materials and services from the supplier(s) or subcontractor(s) will be required before invoice approval.

In cases where the Contractor manufactures its own parts or directly provide the required service, it will charge the City a price within a competitive range. The City reserves the right to request verification or additional quotes.

Should the Contractor elect to subcontract any portion of an individual project, the Contractor must first check with the City Project Manager or his designee to identify if any City contracts can be utilized for the required services. If not available, the Contractor shall obtain a minimum of three (3) quotes and the cost of the "Pass-thru" shall be the lowest of the provided quotes, subject to approval of the City Project Manager or his designee. Parts provided by the subcontractor(s) must also be on a "Pass-Thru" basis.

The calculated cost for the Pass-through allowances will be \$500,000.00 for the first 2 year contract, and \$250,000 for each additional 1-year renewals.

(2). The following lines Items are deleted from the bid

- 12504-613--01-258 PASS-THRU IRRIGATION AND LANDSCAPE ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)
- 12504-613--01-259 PASS-THRU UNFORSEEN UNDERGROUND CONDITIONS ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)
- 12504-613--01-260 PASS-THRU PARTS, STRUCTURES, MATERIALS, AND MISCELLANEOUS ITEMS ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)
- 12504-613--01-261 PASS-THRU SPECIALIZED CONSTRUCTION ACTIVITIES ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)
- 12504-613--01-262 PASS-THRU PERMIT ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)

(3). Bid Due Date Extension

The Bid Due date has been extended to April 15<sup>th</sup>, 2021 2:00 EDT

Exhibit "A"

All other terms, conditions, and specifications remain unchanged.

*James Hemphill*

Assistant Manager Procurement and Contracts

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit "A"

## Question and Answers for Bid #12504-613 - Annual Construction of General Stormwater Infrastructure (P12220)

### Overall Bid Questions

#### Question 1

Please provide the Engineer's Estimate for this bid.  
Thank you, (Submitted: Mar 8, 2021 10:45:14 AM EST)

#### Answer

- This is a unit price contract. The estimated cost for the next 2 years is \$9,000,000, to be distributed among the selected contractors. Estimated cost is based on historical pricing and projections. (Answered: Mar 10, 2021 2:35:17 PM EST)

#### Question 2

Please advise if "Installation Floater" will be sufficient insurance coverage instead of "Property Coverage (Builder's Risk)" as noted in section 10 of the special conditions. (Submitted: Mar 9, 2021 9:29:15 AM EST)

#### Answer

- Yes, we will accept an installation floater. (Answered: Mar 11, 2021 9:59:46 AM EST)

#### Question 3

What is the anticipated average dollar amount of work to be issued for a task order from this contract?  
(Submitted: Mar 9, 2021 9:31:55 AM EST)

#### Answer

- The issued construction task orders will vary from \$50,000 to \$500,000. (Answered: Mar 10, 2021 2:35:17 PM EST)

#### Question 4

As per Invitation to Contract and Specifications Package, Section 07 Required Licenses and Certifications: Contractor must possess the following licenses/certifications to be considered for award:

Underground contractor's licenses, bonded and insured.

Can a State of Florida General Contractor's License and a Broward County "General Engineered Construction Builders" participate on this Bid Solicitation? (Submitted: Mar 16, 2021 10:44:19 AM EDT)

#### Answer

- A GC License is acceptable in lieu of an Underground Contractor's license. Please see Addendum 1. (Answered: Mar 16, 2021 11:36:44 AM EDT)

#### Question 5

For bid bond purposes, what contract amount does the Surety have to bond? (Submitted: Mar 16, 2021 3:12:15 PM EDT)

#### Answer

Exhibit "A"

- The question is not clear; it is asking about bid bond but also tied to Surety bond.

However, per the bid documents as it relates to Bid Bond:

Bid Security: A certified check, cashier's check, bank officer's check or bid bond for TEN percent (10%) of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each offer.

Please refer to the Bid Comments and the Instructions to Bidders section for more information regarding the bid bond. (Answered: Mar 16, 2021 4:12:52 PM EDT)

#### Question 6

How many contracts\contractors does the City intend to award\award to? (Submitted: Mar 16, 2021 3:13:13 PM EDT)

#### Answer

- About 7. Please refer to the Special Conditions Section of the solicitation.

Bidders are strongly encouraged to read the solicitation in its entirety to fully understand the requirements as well as locate pertinent information. (Answered: Mar 16, 2021 4:19:37 PM EDT)

#### Question 7

Is there a goal for small business participation?

Thank you for your help!

Melanie Pistiner

Designer Pavers, Inc.

954-921-5555

designerpavers@yahoo.com (Submitted: Mar 17, 2021 9:08:17 AM EDT)

#### Answer

- No. (Answered: Mar 17, 2021 9:51:08 AM EDT)

#### Question 8

Are bidders required to bid all 262 line items? (Submitted: Mar 20, 2021 1:27:54 PM EDT)

#### Answer

- Yes.

Please refer to the Instructions to Bidders section. (Answered: Mar 22, 2021 11:50:54 AM EDT)

#### Question 9

What is the minimum dollar amount per task order issued? (Submitted: Mar 24, 2021 10:08:49 AM EDT)

#### Answer

- There is no minimum amount. The maximum is ~\$100,000. (Answered: Mar 24, 2021 2:14:37 PM EDT)

#### Question 10

Do you confirm to e-verify and supply their inspectors with an employee roster to verify field staff has accurately been verified as required by Florida statute. (Submitted: Mar 25, 2021 11:34:17 AM EDT)

#### Answer

Exhibit "A"

- By responding to this Solicitation, the vendor affirms that it has utilized E-Verify. (Answered: Mar 31, 2021 4:20:15 PM EDT)

Exhibit "A"

**Village of Key Biscayne**  
**Budget to Actuals report FY 2022 Oct-May**

General Fund	Budget	Acutals	Variance	% of Budget	Straight line projection
<b>REVENUES</b>					
General	33,100,908	27,239,724	5,861,184	82.3%	22,067,272
Planning	129,000	101,112	27,888	78.4%	86,000
Police	20,000	41,267	(21,267)	206.3%	13,333
Fire	228,000	309,709	(81,709)	135.8%	152,000
Public Works	300	714	(414)	238.0%	200
Community Center	1,810,000	1,482,806	327,194	81.9%	1,206,667
Athletics	380,000	213,202	166,798	56.1%	253,333
ARPA Grant	3,216,983	3,216,983	-	100.0%	2,144,655
Total Revenue	38,885,191	32,605,517	6,279,674	83.9%	25,923,461

General Fund	Budget	Actuals	Variance	% of Budget	Straight line projection
<b>EXPENSES</b>					
Council	22,984	5,899	17,085	25.7%	15,323
Clerk	407,309	226,177	181,132	55.5%	271,539
Admin	2,900,436	1,606,356	1,294,080	55.4%	1,933,624
Attorney	590,000	236,004	353,996	40.0%	393,333
Planning	550,976	317,831	233,145	57.7%	367,317
Debt Service	2,051,917	1,718,457	333,460	83.7%	1,367,945
Police	9,067,062	4,858,442	4,208,620	53.6%	6,044,708
Fire	8,910,504	5,092,935	3,817,569	57.2%	5,940,336
Public Works	4,130,151	1,960,811	2,169,340	47.5%	2,753,434
Parks & Recreation	1,802,111	1,049,086	753,025	58.2%	1,201,407
Community Center	3,139,013	1,592,422	1,546,591	50.7%	2,092,675
Athletics	577,709	407,813	169,896	70.6%	385,139
Community Groups	198,730	78,132	120,598	39.3%	132,487
Advisory Boards	160,800	123,542	37,258	76.8%	107,200
Transfer Out to CIP	4,271,983	5,572,983	(1,301,000)	130.5%	2,847,989
Emergency Fund Expenses	-	5,717	(5,717)		-
Total Expenditures & Transfers	38,781,685	24,852,609	13,929,076	64.1%	25,854,457

Total Current Surplus / (Deficit)	103,506	7,752,908	(7,649,402)
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Transportation Fund	Budget	Acutals	Variance	% of Budget	Straight line projection
Revenues	1,135,172	381,707	753,465	33.6%	756,781
Expenses	1,135,172	808,623	326,549	71.2%	756,781
Total Current Surplus / (Deficit)	-	(426,915)	426,915		

PROS Land Trust Fund	Budget	Acutals	Variance	% of Budget	Straight line projection
Revenues	252,054	242,072	9,982	96.0%	168,036
Expenses	252,054	-	252,054	0.0%	168,036
Total Current Surplus / (Deficit)	-	242,072	(242,072)		

Building Fund	Budget	Acutals	Variance	% of Budget	Straight line projection
Revenues	1,602,500	1,315,835	286,665	82.1%	1,068,333
Expenses	1,756,006	852,520	903,486	48.5%	1,170,671
Total Current Surplus / (Deficit)	(153,506)	463,315	(616,821)		

Capital Improvement Fund	Budget	Acutals	Variance	% of Budget	Straight line projection
Revenues	9,970,243	6,197,742	3,772,501	62.2%	6,646,829
Expenses	9,970,243	835,386	9,134,857	8.4%	6,646,829
Total Current Surplus / (Deficit)	-	5,362,356	(5,362,356)		

Stormwater Enterprise Fund	Budget	Acutals	Variance	% of Budget	Straight line projection
Revenues	1,826,903	1,896,269	(69,366)	103.8%	1,217,935
Expenses	1,170,973	618,719	552,254	52.8%	780,649
Total Current Surplus / (Deficit)	655,930	1,277,550	(621,620)	621,620	

Solid Waste Enterprise Fund	Budget	Acutals	Variance	% of Budget	Straight line projection
Revenues	953,225	992,479	(39,254)	104.1%	635,483
Expenses	953,225	528,543	424,682	55.4%	635,483
Total Current Surplus / (Deficit)	-	463,936	(463,936)		



**ORDINANCE NO. 2022-\_\_**

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 29 "STORMWATER UTILITY SYSTEM," SECTIONS 29-2, ENTITLED "DEFINITIONS," 29-3, ENTITLED "FINDINGS AND DETERMINATIONS" AND 29-4, ENTITLED "STORMWATER UTILITY FEE" OF THE VILLAGE CODE OF ORDINANCES RELATING TO THE VILLAGE'S STORMWATER UTILITY APPORTIONATE METHODOLOGY FOR ALLOCATING STORMWATER UTILITY FEES AND APPEALS OR ADJUSTMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in Chapter 166 – Municipalities, Florida Statutes, the Florida State Legislature conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, pursuant to Section 403.0893, Florida Statutes, the Florida State Legislature also conferred upon local governments the authority to create stormwater utilities and adopt stormwater utility fees to plan, construct, operate and maintain stormwater management systems; and

**WHEREAS**, on June 22, 1993, the Village of Key Biscayne (the "Village") adopted Ordinance 93-11, establishing the Village's stormwater utility, which is codified in Chapter 29 of the Village's Code of Ordinances; and

**WHEREAS**, the Village's current methodology for allocation of stormwater utility fees from properties in the Village uses an Equivalent Residential Unit ("ERU") methodology; and

**WHEREAS**, the Village has retained Raftelis Financial Consultants, Inc. ("Rate Consultant") to perform a stormwater rate analysis to review the existing rate structure; and

**WHEREAS**, the Rate Consultant has provided it's 2022 Stormwater Fee Analysis dated March 8, 2022 (the "Stormwater Fee Report") to the Village; and

**WHEREAS**, the Rate Consultant has determined as provided in the Stormwater Fee Report that because of the wide variability for both single family and multi-family properties, using the actual impervious square feet area instead of a general conversion to an ERU will better capture the large differences in impervious areas for residential properties; and

**WHEREAS**, the Stormwater Fee Report determined that based on the analysis and the current collection of approximately \$1.9 million in Stormwater Utility Fees, an annual rate per square foot of impervious area of \$0.1237 would need to be imposed in order to collect the same amount from the developed properties in the Village having a total amount of impervious area of 15,516,179 square feet; and

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WHEREAS, the Village Council had directed the Rate Consultant to supplement its Stormwater Fee Report to provide for a Base Fee in addition to the Rate Per Impervious Area fee to include all of the public roadways and sidewalks areas which generate stormwater runoff and benefits all of the properties located within the Village; and

WHEREAS, the Rate Consultant had provided a supplemental report dated June 7, 2022, (the "Supplemental Report" and, together with the Stormwater Fee Report, the "Final Stormwater Fee Report") that includes two methodologies with respect to the Base Fee; and

WHEREAS, the Supplemental Report provides that the total impervious area calculated with respect to public roads and sidewalks equals 2,596,772 square feet which is 14.3% of the total impervious square feet within the Village; and

WHEREAS, based on the 14.3% of total impervious area, the Base Fee should fund on an annual basis, an amount equal to 14.3% of the total cost of providing Stormwater Utility Management, according to the Supplemental Report; and

WHEREAS, the Supplemental Report provides for two alternative methodologies to divide the Base Fee among the properties that benefit from the Stormwater Management System; and

WHEREAS, the first method, which is recommended by the Rate Consultant is based upon the premise that since maintenance of the drainage functionality of roadways as the primary contributor to the costs, it is appropriate to apportion the cost based on the number of trips on the roadway each parcel contributes based on the use of the parcel or land use designation; and

WHEREAS, guidance provided by the Florida Stormwater Association with respect to rate structure, recommends that roadway related cost be apportions among customer classes based on estimated trip generation; and

WHEREAS, the Supplemental Report sets forth the calculation of trips based on use of the property using data published in the Institute of Transportation Engineers Manual ("ITE"), which is an industry-wide resource; and

WHEREAS, based as on such data from the ITE, the Base Fee is to be calculated for each parcel on a Rate Per Trip of determined annually based on costs;

WHEREAS, the Village Council desires to update the current methodology as provided in the Final Stormwater Fee Report, and provide procedures for adjustment to the Stormwater Utility Fee; and

WHEREAS, the Village Council finds that based upon the findings set forth in the Final Stormwater Fee Report, which is incorporated herein by reference, is in the best interest of the Village, that the Stormwater Utility Fee allocation methodology be amended to provide that all stormwater utility fees shall be allocated based upon impervious square feet with respect to the Parcel Fee and based upon estimated trip generation of depending on use of the property for the Base Fee.

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**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAIYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Amending Section 29-2 of the Village Code.** That Section 29-2, "Definitions" of the Code of Key Biscayne, Florida is hereby amended to read as follows:

**Sec. 29-2. Definitions.**

The following, when used in this chapter, shall have the meanings ascribed in this section, except where the context clearly indicates a different meaning:

Annual ~~Assessment Rate~~ Resolution shall mean the resolution which determines the Stormwater Utility Fee in any Fiscal Year, provided that such Rate Per Impervious Area and Rate Per Trips does not exceed the Maximum Rates established by an Initial Rate Resolution.

Base Fee shall mean the portion of the Stormwater Utility Fee based on that portion of the cost associated with the Stormwater Management System relating to roadways and sidewalks apportioned to each parcel based on the estimated number of trips generated by such parcel based on use, as provided herein.

Developed Property shall mean any parcel of land that contains an impervious area.

Dwelling shall mean any building that is wholly or partly used or intended to be used for living, sleeping, cooking and eating.

Dwelling Unit shall mean any room or group of rooms located within a dwelling and forming a single habitable unit with facilities used or intended to be used for living, sleeping, cooking and eating.

ERU shall mean Equivalent Residential Unit.

Final ~~Assessment Rate~~ Resolution shall mean the resolution which shall confirm, modify or repeal the Initial Assessment Rate Resolution and which shall be the final proceedings for the imposition of the Stormwater Utility Fee and Maximum Rates under the Uniform Method of Collection Act.

Impervious Area shall mean the horizontal ground surface that is incapable of being penetrated or retards the entry by rainwater. This shall include, but not be limited to, all structures, roof extensions, slabs, patios, porches, driveways, private sidewalks, parking areas, ~~swimming pools~~, pool collars, athletic courts and decks.

Initial ~~Assessment Rate~~ Resolution shall mean the resolution that shall be the initial proceedings for the imposition of the Stormwater Utility Fee, including a Maximum Rate under the Uniform Method of Collection Act.

Maximum Rate shall mean the maximum Rate Per Impervious Area or the maximum Rate Per Trip, as applicable, that may be imposed on Developed Properties to calculate each Developed Property's Stormwater Utility Fee, including the Base Fee and the Parcel Fee, that is set forth in the Initial Rate Resolution and adopted by the Final Rate Resolution after a public hearing.

Multi-family Residential Property shall mean any Residential Developed Property that contains one or more Dwellings that contains two or more residential Dwelling Units and other common amenities containing Impervious Areas that all the residents of the Dwelling Units have access to.

Nonresidential Developed Property shall mean any parcel of land that contains an impervious area and that is not classified as a Residential Developed Property by the Dade County Property Appraiser as land use types 10 through and including 99, as set forth in Florida Administrative Code Rule 12D-8.008(2)(c), as amended from time to time.

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Parcel Fee shall mean the portion of the Stormwater Utility Fee based on that portion of the cost associated with the Stormwater Management System not relating to roadways and sidewalks and apportioned to each parcel based on such Developed Property's Impervious Area calculated as set forth herein.

Rate Per Impervious Area shall mean the amount expressed in dollars and/or cents to be applied per square foot of Impervious Area for Developed Properties to calculate each Developed Properties Stormwater Utility Parcel Fee.

Rate Per Trip shall mean the amount expressed in dollars and/or cents to be applied per daily trip generation rate per Dwelling Unit for Residential Developed Property and per daily trip generation rate per 1,000 square feet of building area for Nonresidential Developed Property.

Residential Developed Property shall mean any parcel of land that contains an impervious area and is classified as either a Single Family Residential Property, or a Multi-family Residential Property by the Dade County Property Appraiser as land use types 00 through and including 09 as set forth in Florida Administrative Code Rule 12D-8.008(2)(c), as amended from time to time.

Single Family Residential Property shall mean Residential Developed Property that contains a single Dwelling Unit.

Stormwater shall mean the water that results from rainfall.

Stormwater Infrastructure shall mean the structural, nonstructural or natural features of a parcel of land or Watershed which collect, convey, store, absorb, inhibit, treat, use, reuse, or otherwise affect the quantity or quality of stormwater.

Stormwater Management System (or the "System") shall have the meaning specified by F.S. § 403.031(16), as amended from time to time.

Stormwater Utility shall have the meaning specified by F.S. § 403.031(17), as amended from time to time.

Stormwater Utility Fee shall have the meaning specified by F.S. § 403.0893(3), as amended from time to time.

Stormwater Utility Trust Fund shall mean that separate bank account established by the Village for the deposit and use of all Stormwater Utility Fees collected.

Uniform Method of Collection Act shall mean Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, any applicable regulations promulgated thereunder.

WASAD shall mean Miami Dade Water and Sewer Authority Department.

Watershed shall have the meaning specified by F.S. § 403.031(18), as amended from time to time.

**Section 3. Amending Section 29-3 of the Village Code.** That Section 29-3, "Findings and determinations" of the Code of Key Biscayne, Florida is hereby amended to read as follows:

### **Sec. 29-3. Findings and determinations.**

It is hereby determined and declared as follows:

- (1) The Village desires to create a Stormwater Management System to maintain and improve water quality, to control flooding that results from rainfall events, to deter unmanaged rainwater from eroding sandy soils, to deter the disruption of the habitat of aquatic plants and animals and to provide

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for the collection of Stormwater Utility Fees for those expenses connected with the planning, constructing, operating and maintaining of a Stormwater Management System.

- (2) The collection of and disposal of stormwater and regulation of groundwater are of benefit to all property within the Village including property not currently served by the System.
- (3) The cost of operating and maintaining the System should, to the extent practicable, be allocated in relationship to benefits enjoyed and services received.
- (4) Using a Rate Per Impervious Area on a square foot of Impervious Area basis for each Developed Property for the Parcel Fee captures the unique characteristics of each property and will equitably allocate the cost of the Stormwater Utility System to the Developed Properties with a greater Impervious Area which will benefit the most from the Stormwater Utility System.
- (5) Using a Rate Per Trip for each Developed Property for the Base Fee will equitably allocate the cost associated with the Stormwater Management System relating to roadways and sidewalk to those Developed Properties that generate a greater amount of use of such roadways.

**Section 4. Amending Section 29-4 of the Village Code.** That Section 29-4, "Stormwater Utility Fee" of the Code of Key Biscayne, Florida is hereby amended to read as follows:

**Sec. 29-4. Stormwater Utility Fee.**

- (a) A Stormwater Utility Fee is hereby assessed against each Developed Property within the Village for services and facilities provided by the Stormwater Management System.

- (1) The ~~rate per~~ Rate Per Impervious Area ERU to be used in calculating the Parcel Fee portion of the Stormwater Utility Fees for each Developed Property shall be calculated as the total amount of the cost to provide the services and facility for the Stormwater Management System, excluding services and facilities relating to roadway and sidewalk, including any debt service related to debt incurred by the System divided by the total amount of all Impervious Area calculated for each Developed Property to obtain a Rate Per Impervious Area. Such Rate Per Impervious Area is to be multiplied by each Developed Property's square feet of Impervious Area to determine the amount of the Stormwater Utility Parcel Fee for each Developed Property subject to such Stormwater Utility Fee. The Rate Per Impervious Area shall be set by an Initial Assessment Rate Resolution an administrative order of the Village Manager after approval by of the Village Council and confirmed by a Final Assessment Rate Resolution of the Village Council.

The Rate Per Impervious Area may be increased each year so long as the Rate Per Impervious Area does not exceed the Maximum Rate determined by the Initial Assessment Rate Resolution and approved in the Final Assessment Rate Resolution of the Village Council, if the Stormwater Utility Fee is collected using the Uniform Method of Collection authorized by section 29-5 of the Code.

- (2) The Rate Per Trip to be used in calculating the Base Fee portion of the Stormwater Utility Fees for each Developed Property shall be calculated as that portion of the total amount of the cost to provide the services and facility for the Stormwater Management System relating to roadways and sidewalks divided by the total amount of estimated daily trips generated by each Developed Property to obtain the Rate Per Trip. Such Rate Per Trip is to be multiplied by each Developed Property's number of trips allocated to such Developed Property, as calculated herein, to determine the amount of the Base Fee for each Developed Property subject to such Stormwater Utility Fee. The Rate Per Trip shall be set by an Initial Rate Resolution of the Village Council and confirmed by a Final Rate Resolution of the Village Council.

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The Rate Per Trip may be increased each year so long as the Rate Per Trip does not exceed the Maximum Rate determined by the Initial Rate Resolution and approved in the Final Rate Resolution of the Village Council, if the Stormwater Utility Fee is collected using the Uniform Method of Collection authorized by section 29-5 of the Code.

- (b) The Village Manager or his/her designee is directed to prepare a list of lots and parcels within the Village and to assign a classification of Single-family Residential Property Dwelling Unit, Multi-family Residential Property Dwelling Unit, "place of worship" or Nonresidential Developed Property to each lot or parcel. In addition, if the Stormwater Utility Fee is collected using the Uniform Method of Collection authorized by section 29-5 of the Code and Section 197.3632, Florida Statutes, the Village Manager or his/her designee shall annually prepare a Stormwater Utility Fee non-ad valorem assessment roll which sets forth the Impervious Area in square feet for each Developed Property as determined by the Village and the trips per Developed Property as determined by section 29-4(d) hereof and the Stormwater Utility Fee for each Developed Property as calculated in accordance with the section 29-4 hereof. Such non-ad valorem assessment roll shall be adopted pursuant to an Annual ~~Assessment Rate~~ Resolution of the Village and certified by the Village Manager or his/her designee to the property appraiser prior to September 15.

If the Stormwater Utility Fee is collected using the Uniform Method of Collection Act, and one of the four criteria listed in Section 197.3632(4)(a)1-4, Florida Statutes applies, including but not limited to exceeding the Maximum Rate, as established by the Final ~~Assessment Rate~~ Resolution, then the Village shall adopt a Final ~~Assessment Rate~~ Resolution or Annual ~~Assessment Rate~~ Resolution, as applicable, that approves a non-ad valorem assessment roll at a public hearing held between January 1 and September 15, after notice has been provided pursuant to Section 197.3632(4)(b), Florida Statutes. Such public hearing shall be held in accordance with Section 197.3632(4)(c), Florida Statutes.

- (c) Impervious Area square feet shall be calculated for all Developed Property within the Village as follows:

- (1) For each Single Family Residential Property that contains a Dwelling Unit, the amount Impervious Area square feet contained in each parcel.
- (2) For each Multi-family Residential Property Dwelling Unit, first determine the total amount of Impervious Area square feet of the Multi-family Residential Property; then determine the amount of living area square feet, as identified by the Miami-Dade County Property Appraiser, for each Dwelling Unit within the Multi-family Residential Property; and finally apportion the Impervious Area square feet of the Multi-family Residential Property amongst each Dwelling Unit on a pro-rata basis to determine the Impervious Area square feet apportioned to each Dwelling Unit.
- (3) For each Nonresidential Developed Property the amount of Impervious Area square feet contained in each parcel.
- (4) Place of worship shall be exempt from the imposition of Stormwater Utility Fees.

ERUs shall be assigned as follows:

- (1) ~~Single family Dwelling Units: 1.5 ERU.~~
- (2) ~~Multi family Dwelling Units: 1.0 ERU per Dwelling Unit.~~
- (3) ~~Place of worship: 0 ERU.~~
- (4) Nonresidential Developed Properties, excluding places of worship, shall be assigned ERUs on the basis Average daily of one ERU per 1083 square feet of Impervious Area.

- (d) Average daily trip generation shall be calculated for all Developed Property within the Village as follows:

- (1) For each Single Family Residential Property Dwelling Unit the average daily trip generation is 9.43 trips.
- (2) For each Multifamily Residential Property Dwelling Unit the average daily trip generation is 4.54 trips.

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(3) For each Non-Residential Developed Property per 1,000 square feet of non-residential building space the average daily trip generation is 21.00 trips.

(4) Place of worship shall be exempt from the imposition of Stormwater Utility Fees.

~~(e)~~(e) The following procedures and criteria are to be used to calculate Stormwater Utility Fees:

(1) Each Single-family Residential Property Dwelling Unit, Multi-family Residential Property Dwelling Unit and Nonresidential Developed Property shall be assessed that portion of the Stormwater Utility Fee relating to the Parcel Fee calculated by multiplying the ~~rate~~ Rate Per Impervious Area, determined as provided in section 29-4(a)(1) above, for ~~one~~ ERU by the number of ERUs Impervious Area square feet determined for each Developed Property as provided in section 29-4~~(bc)~~(1), (2) and ~~(3)~~ (4), respectively.

(2) Each Single-family Residential Property Dwelling Unit, Multi-family Residential Property Dwelling Unit and Nonresidential Developed Property shall be assessed that portion of the Stormwater Utility Fee relating to the Base Fee calculated by multiplying the Rate Per Trip, determined as provided in section 29-4(a)(2) above, by the average daily trip generation as provide in section 29-4(d)(1), (2) and (3), respectively.

~~(2)~~(3) The Stormwater Utility Fees payable to the Village pursuant to this chapter shall be deposited in a separate Village Stormwater Utility Trust Fund account and shall be used exclusively by the Village, together with accrued interest thereon, to pay for the costs of planning, financing, constructing, operating and maintaining the Stormwater Management System required pursuant to F.S. § 403.0891(3).

~~(d)~~(f) The following procedure and criteria are to be used in appealing Impervious Area calculation, the amount of square feet per building area calculation that determines the number of average daily trip generation for Nonresidential Developed Property or Dwelling Units calculation:

(1) Any owner of Developed Property disagreeing with the calculation of the Stormwater Utility Fee, as provided in this section 29-4, may appeal such determination to the Village Manager. Any appeal must be filed in writing and shall include the name of the appealing property owner and address of the Developed Property subject to the appeal, a folio number, a survey prepared by a registered surveyor or registered engineer showing for (i) Residential Developed Property; Dwellings, Dwelling Units, total property area, and total Impervious Areas, and (ii) Nonresidential Developed Property; total property area, total square feet of building area and total Impervious Areas. The Village Manager may request additional information from the appealing party. Based upon the information provided by the Village and the appealing party, the Village Manager shall make a final calculation of the Stormwater Utility Fee and shall notify the Village and the appealing party in writing of the Village Manager's decision.

~~(3)~~(2) The Village Council may provide for a fee payable by such appealing party associated with the cost of review of the appeal.

~~(e)~~(g) The following procedure and criteria are to be used when an owner of a Developed Property has decreased the Impervious Area of the Developed Property or with respect to Nonresidential Developed Property has decreased the area square footage of any buildings on the parcel:

(1) Any owner of Developed Property that has reduced the Impervious Area of the Developed Property or reduced the amount of area square footage of any buildings on the parcel with respect to Nonresidential Developed Property during any Fiscal Year may apply in writing for an adjustment to the Village's calculation of Impervious Area or building area square footage with the Village Manager. Such application for adjustment to the Impervious Area or building area square footage shall include the name of the applicant property owner and address of the Developed Property, a property identification number, a survey prepared by a registered surveyor or registered engineer showing for (i) Residential Developed Property; Dwellings, Dwelling Units, total property area, and total Impervious Areas prior to the decrease and total Impervious Areas after the decrease, and (ii) Nonresidential Developed Property; total property area and total Impervious Areas or building area square footage prior to the decrease and

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total Impervious Areas or building area square footage after the decrease. The Village Manager may request additional information from the applicant. Based upon the information provided by the applicant, the Village Manager shall make a final calculation of the Stormwater Utility Fee and shall notify the Village and the applicant in writing of the Village Manager's decision as to adjustment of Impervious Area or building area square footage for the Developed Property.

- (2) The Village Council may provide for a fee payable by such applicant associated with the cost of review of the application.

~~(f)~~(h) The following procedure and criteria are to be used in adjustments to the Parcel Fee portion of the Stormwater Utility Fees:

- (1) After the Village has determined the Parcel Fee portion of the Stormwater Utility Fee based upon Impervious Area, any Developed Property owner may be eligible for an adjustment to the Parcel Fee portion of the Stormwater Utility Fee when certain criteria are met. It is the property owner's responsibility to provide proof that conditions exist that may qualify a Developed Property for a particular adjustment.

a. The Village may allow adjustment of the Parcel Fee portion of the Stormwater Utility Fee for a Developed Property that contains a privately maintained retention and/or detention facility upon inspection and approval of such retention and/or detention facility by a certified engineer. French vertical drains are not an acceptable retention and/or detention facilities in determining Stormwater Utility Fee adjustment.

b. The rate of adjustment for a Developed Property that contains a privately maintained retention and/or detention facility is based upon the following determinations:

i. Where the privately maintained retention and/or detention facility is constructed and maintained, which collects and retains 100% of Stormwater on the Developed Property (measured on the basis of a 72-hour 25-year storm event), the Parcel Fee portion of the Stormwater Utility Fee shall be reduced by fifteen percent.

ii. Where the privately maintained retention and/or detention facility is constructed and maintained, which collects and retains 100% of Stormwater on the Developed Property (measured on the basis of a 72-hour 50-year storm event), the Parcel Fee portion of the Stormwater Utility Fee shall be reduced by twenty-five percent.

- (2) The following conditions must be met in order for a property owner of a Developed Property ~~is~~ to receive the Stormwater Utility Fee adjustment for the Parcel Fee portion:

a. The owner of the Developed Property containing a privately maintained retention and/or detention facility must apply for a Stormwater Utility Fee adjustment for the Parcel Fee portion in writing to the Village Manager and provide proof of certification by an engineer of the privately maintained retention and/or detention facility and provide proof of 100% Stormwater retention on the Developed Property. The proof of such Stormwater retention shall be provided to the Village Manager and shall include Hydraulic/Hydrologic calculations, with topographic maps signed and sealed by a certified engineer demonstrating that the conditions are met in either Sub-section (eh)(1)(b)(i) or (ii) above for the Developed Property.

b. The Village Manager must agree that based upon the submitted documents for such Developed Property, that the conditions are met in either Sub-section ~~(fh)~~(1)(b)(i) or (ii) above for the Developed Property and such Developed Property has a reduced impact to the Stormwater Utility System.

c. The property owner of a Developed Property that has been granted an adjustment as provided above, must certify to the Village each year that such privately owned retention and/or detention facility has been maintained and the Developed Property continues to qualify for such adjustment.

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If it is determined by the Village that such privately owned retention and/or detention facility has not been maintained and no longer qualifies for such adjustment, the property owner of such Developed Property shall re-apply for such adjustment.

- (3) The Village Council may provide for a fee payable by such applicant associated with the cost of review of the application.

**Section 5. Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 6. Codification.** That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

**Section 7. Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 8. Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

**PASSED** on first reading on the 12<sup>th</sup> day of April 2022.

**PASSED AND ADOPTED** on second reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MICHAEL W. DAVEY  
MAYOR

ATTEST:

\_\_\_\_\_  
JOCELYN B. KOCH  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY

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June 21, 2022

Mr. Jake Ozyman  
Director of Public Works  
Village of Key Biscayne  
88 W. McIntyre Street  
Key Biscayne, FL 33149

**Subject: 2022 Stormwater Fee Analysis – Supplemental Base Charge Scenarios**

Dear Jake:

The Village of Key Biscayne (Village) hired Raftelis Financial Consultants, Inc. (Raftelis) to perform a stormwater rate analysis. The focus of the analysis was to review the and update the existing fee structure, digitize residential (single-family and multi-family) properties throughout the Village to evaluate the impervious area characteristics, and identify alternative fee structures on a Fiscal Year 2022 revenue neutral basis. Raftelis worked closely with Village staff throughout the study to obtain the necessary data and to identify alternative fee structures, which were documented in the letter report titled “2022 Stormwater Fee Analysis”, dated March 8, 2022 (March 2022 Stormwater Letter). The March 2022 Stormwater Letter, attached to this letter as Exhibit A, documented the approach, analysis, background, and recommendations based on available data and industry standard practices. Since that letter was provided, additional discussions with the Village have identified alternatives that would provide for a stormwater fee with two components including a base charge and impervious area charge. The base charge is associated with impact of stormwater runoff generated by the public street and sidewalk facilities that benefit all properties within the Village. The impervious area charge recovers the remainder of the stormwater fee revenue requirements based on the impervious area attributed to each parcel as documented and described in the March 2022 Stormwater Letter. This letter report summarizes two alternative approaches to identifying base charges requested by Village staff and the resulting impacts by customer class and for example bills.

### Alternative Base Charge Approaches

To determine the appropriate base charge for stormwater services two components must be identified. One being the appropriate amount of cost to recover through a base charge. The second is how to apportion those costs over the Village’s properties in an equitable way.

To determine the costs to recover from the base charge, the Village retained a licensed surveyor to analyze the impervious area of the Village’s roads and sidewalks along with the County’s roads and sidewalks within the Right-of-way. Additionally, the surveyor identified impervious area related to Village owned facilities, the school, and library. For the purposes of this analysis, the Village facilities, school, and library impervious areas were not included in the development of the costs for the base charge. The table below provides the impervious area assigned to the Village and County roads and sidewalks as well as the three property classifications identified of single family (SFR), multi-family (MFR), and non-residential (NSFR):

Description	Amount	% of Total
Multi-family I.A. square feet	6,272,853	34.63%
Single-family I.A. square feet	7,307,137	40.34%
Non-residential I.A. square feet	1,936,189	10.69%
Road and Sidewalk I.A. square feet	2,597,772	14.34%
Total I.A. square feet	18,113,951	100.0%

As shown on the table above, 2,597,772 square feet of impervious area (I.A.) was identified by the surveyor for the road and sidewalk area, which represents 14.34% of the total impervious area square feet within the Village. Therefore 14.34% of the total revenues are assigned for recovery from the base charge alternatives. With a total annual assessment amount of \$1,918,265.91, 14.34% yields \$275,103.84, which should be recovered through the base charge.

### Base Charge – Vehicle Trip Rates

The first, and preferred, alternative base charge application approach has been developed based on the premise that since maintenance of the drainage functionality of roadways is the primary contributor to the costs identified for the base charge it is appropriate to apportion the costs based on the estimated number of trips caused by each land use to ensure that the proposed rates reflect and equitable recovery of such costs. Guidance provided by the Florida Stormwater Association (FSA), with respect to rate structure fundamentals, recommends that roadway-related costs be apportioned among customer classes based estimated trip generation rates.

To develop the trips generated by the various land uses, Raftelis relied on data published in the Institute of Transportation Engineers (ITE) Manual, 11<sup>th</sup> Edition. The 11<sup>th</sup> Edition ITE Manual is an industry-wide resource that aggregates traffic studies and provides an estimate of the number of trips generated by many different land uses throughout the course of a day. To apply these land uses the property data was categorized and grouped by land use based on the DOR codes assigned by the Miami-Dade County Property Appraiser. After the land uses were grouped, ITE codes were applied to estimate the number of trips generated for each land use. Many of the DOR codes do not provide detailed descriptions for specific land uses so certain categories were grouped together for the purpose of estimating trips. After the estimate was developed using four general non-residential categories, as demonstrated on the following table, an average trip per 1,000 square feet of building area was developed to apply to all land uses throughout the Village.

ITE Code	Parcel/ Unit Count	Trip Rate	Trip Unit	Attributes	Daily Trips
210 Single Family	1,310	9.43	Per Unit	1,310	12,353
221 Multi-family	5,759	4.54	Per Unit	5,759	26,146
Subtotal Residential					38,499
310 Hotel/Motel	3	7.99	Per Room [1]	247.83	1,086
710 Office Building	28	10.84	Per 1,000 sf	1,551.01	9,311
820 Retail	127	37.01	Per 1,000 sf	403.68	14,941
945 Gas Stations	14	265.12	Per Pumping station	14.00	3,712
Subtotal Non-residential					29,050
Total					67,549

[1] A conversion from square feet was made to represent the number of hotel rooms, using an industry standard of 380 square feet per room, to which the trip rate per room was applied.

Based on discussions with Village staff and developing an approach that is easy to maintain and update from year-to-year, while being equitable among the Village's various customer categories, it was determined that developing an overall average trip rate for the non-residential land uses is appropriate. Based on the total non-residential trips of 29,050 and the total building space of these same parcels of 1,366,110, as obtained from the Miami-Dade Property Appraiser, the average trip rate per 1,000 sf of non-residential building space is 21.26 trips, rounded to 21.00 trips (29,050 trips divided by [1,366,110 sf divided by 1,000]). By applying the rounded average trip rate of 21.00 trips, the total trips is reduced from 67,549 to 67,275 for non-residential land uses.

With total daily trips of approximately 67,275 throughout the Village and costs identified of \$275,103.84, the base charge per trip is \$4.0893 annually, or \$0.3408 per month. The table below establishes the base charge for each stormwater land use:

Land Use	Trip Unit	Daily Trip Rate	Monthly Base Charge per Trip	Monthly Base Charge per Unit
Single Family	Per Unit	9.43	\$0.3408	\$3.21
Multi-family	Per Unit	4.54	\$0.3408	\$1.55
Non-residential	Per 1,000 sf	21.00	\$0.3408	\$7.16

The remaining stormwater revenue is recovered through the rate per square foot of impervious area. Under this approach, the rate is calculated to be \$0.1059 per square foot of impervious area per year (or \$0.0088 per month). Based on these figures, the following example bills are provided for each customer classification:

Description	Existing Monthly Fee	Calculated Monthly Fee		
		Base Fee	I.A. Fee	Total
Single-family Examples				
Small – 1,700 sf I.A.	\$25.35	\$3.21	\$14.96	\$18.17
Median – 4,800 sf I.A.	\$25.35	\$3.21	\$42.24	\$45.45
Larger – 12,500 sf I.A.	\$25.35	\$3.21	\$110.00	\$113.21
Multi-family Examples				
Small – 580 sf I.A.	\$16.90	\$1.55	\$5.10	\$6.65
Median – 964 sf I.A.	\$16.90	\$1.55	\$8.48	\$10.03
Larger – 1,750 sf I.A.	\$16.90	\$1.55	\$15.40	\$16.95
Non-residential per 1,000 sf I.A.	\$16.90	\$7.16	\$8.80	\$15.96

As shown in the table above, based on the characteristics of each property class the fee calculations will vary. The average / median single-family homes will see increases, while the largest single-family homes will see the largest increases. However, the increases for the largest homes are lower than the approach based solely on impervious area with no base charge. Many multi-family units will see decreased fees, while some of the larger units will see increased fees. All non-residential properties will see a decrease under this alternative approach. An illustration of the overall revenue generation is provided in the table and figures below and compares the existing revenues by class to the alternative revenues by class:

Class	Existing Revenue	Calculated Revenue
Single-family	\$407,830.80	\$824,226.47
Multi-family	1,147,868.97	771,157.70
Non-residential	362,566.14	322,752.46
Total	\$1,918,265.91	\$1,918,136.64



As compared to the impervious area only approach, the same general outcomes are achieved with reductions in total revenue for multi-family and non-residential, while single family increases. However, the largest difference is that with a base charge applied per trip generated, the non-residential class does not decrease at the same rate as just relying on impervious area.

### Base Charge – Per Parcel

The second alternative base charge approach that has been developed is based on applying a Village-wide base charge per parcel. The implications of a per parcel approach include potential inequities based on how records are maintained with the Miami-Dade property appraiser. For example, single family homes each have a single parcel, multi-family condo units have a single parcel, non-residential can have a mix of individual and multiple buildings/businesses on a single parcel, and certain multi-family (non-condo) parcels can have many units on a single parcel. With those, and potentially other, issues identified for the per unit base charge approach it is not a preferred alternative for the application of stormwater rates. The rate calculation, bill impacts, and revenue recovery amounts are discussed and illustrated below.

The overall base charge revenue amount of \$275,103.84 is the same under this approach, based on the impervious area associated with public roads and sidewalks within the Village. The number of parcels for each land use category is provided on the table below:

Land Use	Parcels
Single Family	1,305
Multi-family	5,759
Non-residential	160
Total	7,229

By dividing the annual revenue target of \$275,103.84 by the number of parcels of 7,229, an annual base charge rate of \$38.0556 is calculated (or \$3.1713 per month). The remaining stormwater revenue is recovered through the rate per square foot of impervious area. Under this approach, the rate is calculated to be \$0.1059 per square foot of impervious area per year (or \$0.0088 per month). Based on these figures, the following example bills are provided for each customer classification:

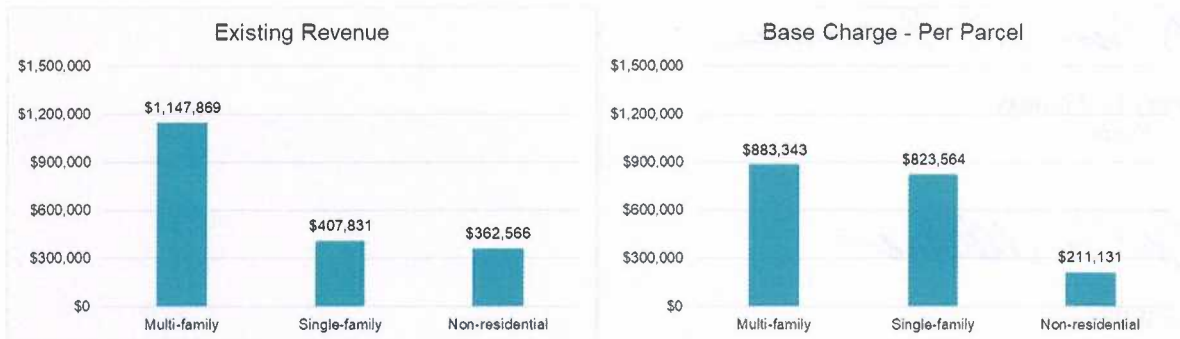
Description	Existing Monthly Fee	Calculated Monthly Fee		
		Base Fee	I.A. Fee	Total
Single-family Examples				
Small – 1,700 sf I.A.	\$25.35	\$3.17	\$14.96	\$18.13
Median – 4,800 sf I.A.	\$25.35	\$3.17	\$42.24	\$45.41
Larger – 12,500 sf I.A.	\$25.35	\$3.17	\$110.00	\$113.17
Multi-family Examples				
Small – 580 sf I.A.	\$16.90	\$3.17	\$5.10	\$8.27
Median – 964 sf I.A.	\$16.90	\$3.17	\$8.48	\$11.65
Larger – 1,750 sf I.A.	\$16.90	\$3.17	\$15.40	\$18.57
Non-residential per 1,000 sf I.A.	\$16.90	\$3.17	\$8.80	\$11.97

As shown in the table above the fee calculations will vary based on the characteristics of each property class. The average / median single-family homes will see increases, while the largest single-family homes will see the largest increases. However, the increases on the largest homes are lower than the approach based solely on impervious area with no base charge. Many multi-family units will see decreased fees, while some of the larger units will see increased fees. However, some of the smaller multi-family units will not see as large of a bill reduction. All non-residential properties will see decreases under this alternative approach.



An illustration of the overall revenue generation is provided in the table and figures below and compares the existing revenues by class to the alternative revenues by class:

Class	Existing Revenue	Calculated Revenue
Single-family	\$407,830.80	\$823,564.48
Multi-family	1,147,868.97	883,343.17
Non-residential	362,566.14	211,131.31
Total	\$1,918,265.91	\$1,918,038.95

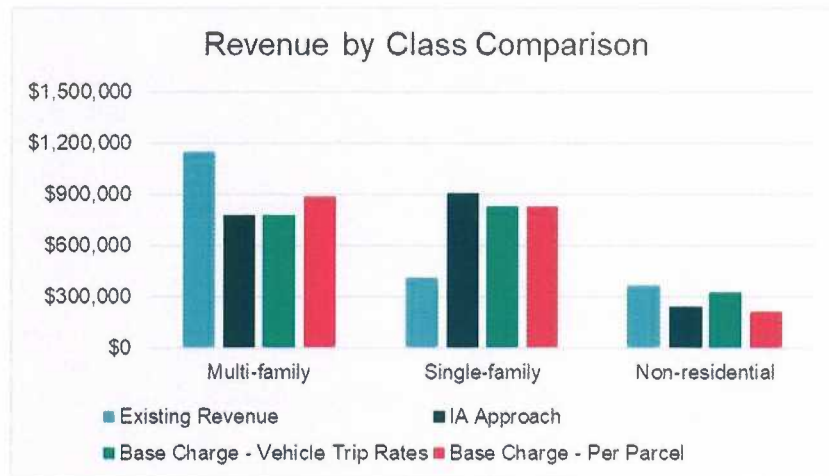


As compared to the impervious area only approach, the same general outcomes are achieved with reductions in total revenue for multi-family and non-residential, while single family increases. However, the largest difference is that with a base charge applied per parcel, the non-residential class sees a larger reduction, while the multi-family class sees a smaller reduction.

### Findings and Conclusions

Based on the analysis developed, discussions with Village staff, feedback from Village stakeholders, and the intent to implement an equitable stormwater rate structure it is recommended the Village adopt the base charge option with trip rate cost allocations. The remainder of costs will be allocated using the impervious area square footage measured for each parcel. This methodology is recommended by the Florida Stormwater Association and provides for equitable cost recovery amongst customer classes in relationship to the estimated use of roadways and sidewalks.

Below is the comparison of the revenues produced by class with the existing rates and the three alternatives.



Also, it should be noted that any credit provisions identified and adopted through an Ordinance by the Village Council will apply to future stormwater fees levied on the non-ad valorem tax bill and will not apply to any stormwater fees levied on the non-ad valorem tax bill or monthly utility bills prior to the date the Ordinance is approved.

Sincerely,

**RAFTELIS FINANCIAL CONSULTANTS, INC.**



**Henry L. Thomas**  
*Vice President*



**Joe Williams**  
*Manager*

**RESOLUTION NO. 2022-\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, RELATING TO THE PROVISION OF A STORMWATER MANAGEMENT SYSTEM WITHIN THE VILLAGE; DECLARING THE IMPOSITION OF A STORMWATER UTILITY FEE; ESTABLISHING THE METHOD BY WHICH THE PROPOSED STORMWATER UTILITY FEE SHALL BE CALCULATED; DESIGNATING THE LANDS UPON WHICH THE STORMWATER UTILITY FEE SHALL BE LEVIED; STATING THE ESTIMATED COST OF PROVIDING STORMWATER MANAGEMENT, THE INITIAL RATE AND THE MAXIMUM RATE FOR THE PROVISION OF STORMWATER MANAGEMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED STORMWATER UTILITY FEE AND THE RATES TO BE IMPOSED AND THE METHOD OF THEIR COLLECTION AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Key Biscayne, Florida (the “Village”) is a municipality located along Biscayne Bay in Miami-Dade County, Florida; and

**WHEREAS**, on June 22, 1993, the Village of Key Biscayne (the “Village”) adopted Ordinance 93-11, establishing the Village’s stormwater utility, which is codified in Chapter 29 of the Village’s Code of Ordinances (the “Stormwater Code”); and;

**WHEREAS**, the Village retained Raftelis Financial Consultants, Inc. (“Rate Consultant”) to perform a stormwater rate analysis to review the existing rate structure; and

**WHEREAS**, the Rate Consultant has provided it’s 2022 Stormwater Fee Analysis dated March 8, 2022 (the “Stormwater Fee Report”) to the Village, as supplemented on June 7, 2022, (the “Supplemental Report” and, together with the Stormwater Fee Report, the “Final Stormwater Fee Report”); and

**WHEREAS**, on July \_\_, 2022, the Village enacted Ordinance 2022-\_\_, which amended the Stormwater Code to provide for an adjustment to the methodology and allocation of Stormwater Utility Fees in accordance with the Final Stormwater Fee Report and to provide for appeals and adjustments to the Stormwater Utility Fees; and

**WHEREAS**, in accordance with the Stormwater Code, this resolution is the Initial Rate Resolution establishing the Base Fee and the Parcel Fee, including a Maximum Rate for each fee as provided in section 29-4(a)(1) and (2) of the Stormwater Code; and

**WHEREAS**, the Village Council desires to provide for a new Stormwater Utility Fee containing a Base Fee with respect to the Stormwater Management System relating to roadway and sidewalks allocated upon a Rate Per Trip and a Parcel Fee based upon the Impervious Area relating to such Developed Property and to collected such Stormwater Utility Fee commencing with the "Fiscal Year" beginning on October 1, each year and ending on September 30 of the following year (Fiscal Year 2022-2023), on the property tax bill as authorized by Section 197.3632, Florida Statutes (the "Uniform Method"), and Section 29-5 of the Code utilizing the tax bill issued in November 2022 and continuing each Fiscal Year until the Village decides otherwise; and

**WHEREAS**, in order to provide for anticipated increases in the cost of providing Stormwater Utility Management over the years, including providing for additional Stormwater Infrastructure (as defined in the Stormwater Code), a Maximum Rate of Rate Per Trip and a Maximum Rate of Rate Per Impervious Area shall be determined herein; and

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**SECTION 1. RECITALS INCORPORATED.** That each of the above-stated recitals is hereby adopted and confirmed.

**SECTION 2. AUTHORITY.** This Resolution is adopted pursuant to the provisions of the Stormwater Code, Sections 166.021 and 166.041, Florida Statutes, Section 197.3632, Florida Statutes, (the "Uniform Method of Collection Act") and other applicable provisions of law.

**SECTION 3. PURPOSE AND DEFINITIONS.** This Resolution constitutes the Initial Rate Resolution required by the Stormwater Code to adopt the Stormwater Utility Fee. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Stormwater Code.

**SECTION 4. FINDINGS.** The above recitals are hereby determined to be true and correct and incorporated herein by reference. It has been ascertained and determined by the Village Council in the Stormwater Code such legislative determinations, as set forth therein and the Final Stormwater Fee Report, which is hereby incorporated herein by reference. Specifically it has been determined that:

(A) Using a Rate Per Impervious Area on a square foot of Impervious Area basis for each Developed Property for the Parcel Fee captures the unique characteristics of each property and will equitably allocate the cost of the Stormwater Utility System to the Developed Properties with a greater Impervious Area which will benefit the most from the Stormwater Utility System.

(B) Using a Rate Per Trip for each Developed Property for the Base Fee will equitably allocate the cost associated with the Stormwater Management System relating to roadways and sidewalk to those Developed Properties that generate a greater amount of use of such roadways.



**SECTION 5. DETERMINATION OF STORMWATER MANAGEMENT SYSTEM COST; ESTABLISHMENT OF STORMWATER UTILITY FEE AND ESTABLISHMENT OF THE MAXIMUM RATES.**

5.1 The annual cost shall be determined as the amount necessary to fund the cost of the Stormwater Management System allocable to Developed Properties during a Fiscal Year and shall include, but not be limited to: (A) any annual debt service payment, which includes, principal, interest, reasonable reserves and cost of issuance of the bond or note in connection with the financing of Stormwater Infrastructure, if any; (B) all costs associated with the operation of the Stormwater Management System, including repair and maintenance of Stormwater Infrastructure; and (C) all costs associated with the collection and enforcement of the Stormwater Utility Fee using the Uniform Method on the tax bill, including any service charges of the Miami-Dade County Tax Collector or Property Appraiser, and the discount for early payment of taxes (collectively, the “Annual Stormwater Management System Cost”); and

5.2 For each Fiscal Year in which Stormwater Utility Fees are imposed, the Annual Stormwater Management System Cost shall be composed of two parts consisting of those costs related to roadway and sidewalks to be recovered by the imposition of a Base Fee and the remaining cost of the Stormwater Management System to be recovered by the imposition of the Parcel Fee.

5.3 For the purposes of Fiscal Year 2022-2023, the Annual Stormwater Management System Cost is estimated to be \$1,918,266.00. Based upon the calculations set forth in the Final Stormwater Fee Report, the Annual Stormwater Management System Cost associated with roadways and sidewalks is approximately 14.3% of the total Annual Stormwater Management System Cost or approximately \$275,104.00. The total remaining amount of the Annual Stormwater Management System Cost not associated with roadways and sidewalks is approximately \$1,643,162.00.

5.4 In addition to the Annual Stormwater Management System Cost as provided in section 5.3 above, it is necessary to provide for cost of collection and early payment discount under the Uniform Method of Collection Act. An adjustment to such rate for the early discounts and fees related to the property appraiser and tax collector is to be added in the amount of 5% to provide for the cost of collection. The estimated total Annual Stormwater Management System Cost including cost of collection is \$2,014,043.00, of which \$288,814.00 is associated with roadways and sidewalks and the remaining amount of total Annual Stormwater Management System Cost including cost of collections is \$1,725,230.00.

5.5 Based upon the estimated costs as set forth in sections 5.3 and 5.4 above, and the calculations of estimated number of average daily trip generation and impervious areas calculated as set forth in the Final Stormwater Fee Report, the Village Counsel has determined the following:

(A) with respect to the calculation of the annual Base Fee, there is an estimated total average daily trip generation within the Village of 67,275, therefore a Per Trip Rate of \$4.29 is hereby imposed for Fiscal Year 2022-2023.

(B) In order to provide for any escalation in Annual Stormwater Management System Costs for any subsequent Fiscal Year, a Base Fee Maximum Rate is hereby established not to exceed a Per Trip Rate of \$8.58.

(C) with respect to the calculation of the annual Parcel Fee, there is an estimated total impervious area in square feet for all the Developed Property within the Village of 15,516,179 square feet, therefore a Rate Per Impervious Area of \$0.1112 is hereby imposed for Fiscal Year 2022-2023.

(D) In order to provide for any escalation in Annual Stormwater Management System Costs for any subsequent Fiscal Year a Parcel Fee Maximum Rate is hereby established not to exceed a Rate Per Impervious Area of \$0.2224.

(E) If the Village is collecting the Stormwater Utility Fee as providing in the Uniform Method of Collections Act, such Maximum Rates may only be exceeded upon adoption of an Annual Rate Resolution after providing for a public hearing as required by the Uniform Method of Collections Act.

## **SECTION 6. PRELIMINARY NON-AD VALOREM ASSESSMENT ROLL.**

6.1 The Village Manager has prepared, a Stormwater Utility Fee non-ad valorem assessment roll for the Fiscal Year 2022-2023, in the manner provided in the Stormwater Code and Uniform Method of Collection Act (the "Preliminary Assessment Roll"). Such Preliminary Assessment Roll shall contain the following information, which is set forth in Exhibit A, hereto: (1) a summary description of each Developed Property within the Village conforming to the description contained on the most recent Miami-Dade County Tax Roll, or Folio Number, (2) the name and address of the owner of record of Developed Property as shown on the most recent Miami-Dade County Tax Roll, (3) the amount of the total Annual Stormwater Utility Cost to be assessed against all the Developed Properties, and the initial Per Trip Rate and Rate Per Impervious Area (4) the unit of measurement to be applied to determine the Base Fee and Parcel Fee for each Developed Property and the total units in the Village (5) the Base Fee and Parcel Fee for each Developed Property and (6) the Maximum Rate for each Developed Property that may be imposed during any Fiscal Year. The Preliminary Assessment Roll shall be open to public inspection. The foregoing shall not be construed to require that the Preliminary Assessment Roll be in printed form if the amount of the annual Stormwater Utility Fee for each Developed Property can be determined by use of a computer terminal available to the public.

(A) Such Base Fee for each Developed Property shall be computed based upon the average daily trips allocated for Single Family Residential Property of 9.43 for one Dwelling Unit and Multi-family Residential Property of 4.54 per Dwelling Unit and for Non-residential Developed Property 21 per 1,000 square feet of building area and multiplied by the Rate Per Trip determined for such Fiscal Year.

(B) Such Parcel Fee for each Developed Property shall be computed based upon the Impervious Area of such Developed Property, or with respect to Multi-family Residential Property, the Impervious Area assigned to such Multi-family Dwelling Unit calculated in accordance with section

29-4(c)(2) of the Stormwater Code, and multiplied by the Rate Per Impervious Area determined for such Fiscal Year

6.2 It is hereby ascertained, determined, and declared that the foregoing method of determining the Stormwater Utility Fees for the Stormwater Management System is a fair and reasonable method of apportioning the Annual Stormwater Utility Cost among parcels of Developed Property, and the use of the Uniform Method of Collection Act for collection is an efficient mechanism to address payment delinquencies and recover Stormwater Utility Fees which are allocable to specific parcels of Developed Property.

**SECTION 7. AUTHORIZATION OF PUBLIC HEARING; NOTICE.** The Village Council hereby finds and determines that a public hearing is to be held by the Village Council at Village Hall located at 88 West McIntyre Street Key Biscayne, FL 33149 [5:00 p.m. on September \_\_, 2022], or as soon as practicable thereafter, to be set forth in the notice of meeting, to consider: (A) the purpose of the Stormwater Utility Fee, (B) the estimated annual Stormwater Management System Costs for Fiscal Year 2022-2023, (C) imposition and apportionment methodology of the Stormwater Management System Costs to the Developed Property, and (D) collection of the Stormwater Utility Fee pursuant to the Uniform Method of Collection Act commencing with the tax bill to be mailed in November 2022.

**SECTION 8. NOTICE BY MAIL.**

8.1 The Village Manager shall, at the time and in the manner specified in Section 197.3632(4)(b), Florida Statutes, direct the provision of first class United States mailed notice of the public hearing authorized by Section 7 hereof by the Village Clerk to each property owner of the Developed Properties, or with respect to the Multi-family Residential Properties, to each owner of a Dwelling Unit at the address indicated on the Tax Roll. Such notice shall contain the information required for mailed notice set forth in Section 197.3632(4)(b), Florida Statutes a form of which is attached as Exhibit "B".

8.2 Proof of such mailings shall be made by affidavit of the Village Clerk and be kept on filed with the Village Clerk

**SECTION 9. NOTICE BY PUBLICATION.** The Village Manager shall direct the Village Clerk to publish a notice of the public hearing authorized by Section 7 hereof in the manner and the time provided in Section 197.3632(4)(b), Florida Statutes. Such notice shall contain the information required by Section 197.3632(4)(b), Florida Statutes for published notice.

**SECTION 10. REVISIONS TO ASSESSMENTS.** If any Stormwater Utility Fee made under the provisions of this Initial Rate Resolution is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the Village Council is satisfied that any such Stormwater Utility Fee is so irregular or defective that the same cannot be enforced or collected, or if the Village Council has failed to include or omitted any Developed Property or Dwelling Unit with respect to any Multi-family Residential Property on the Preliminary Assessment Roll which property should have been so included, the Village Council may take all necessary steps to impose a new Stormwater Utility Fee against any such property using the Stormwater Management System following as nearly as may be practicable, the

provisions of the Stormwater Code and the Uniform Method of Collection Act and in case such second Stormwater Utility Fee is annulled, vacated, or set aside, the Village Council may obtain and impose other Stormwater Utility Fees until a valid Stormwater Utility Fee is imposed.

**SECTION 11. EFFECTIVE DATE.** This Initial Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED THIS \_\_\_ day of July 2022.

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MICHAEL W. DAVEY  
MAYOR

ATTEST:

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JOCELYN B. KOCH  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY

**EXHIBIT A**  
**DEVELOPED PROPERTY INFORMATION**  
**FOR PRELIMINARY ASSESSMENT ROLL**

[illegible]

**EXHIBIT B**  
**FORM OF MAILED NOTICE**

B-1



# VILLAGE OF KEY BISCAINE

## MEMORANDUM

*Village Council*  
**Michael W. Davey, Mayor**  
**Brett Moss, Vice Mayor**  
**Frank Caplan**  
**Luis Lauredo**  
**Allison McCormick**  
**Edward London**  
**Ignacio J. Segurola**

DATE: July 26<sup>th</sup>, 2022  
TO: Honorable Mayor and Councilmembers  
FROM: Steven C. Williamson, Village Manager  
RE: Family Crossing Guard, LLC – School Crossing Guard Contract

*Village Manager*  
**Steven C. Williamson**

### Recommendation

I recommend that council approve the proposed contract with Family Crossing Guard, LLC, in an amount not to exceed \$226,195.00 for school guard crossing services (Exhibit A).

### Background:

The Village of Key Biscayne Police Department received two bids/proposals from the following Bidders/Proposers:

1. Family Crossing Guard, LLC (Exhibit A)
2. Everything Parking, Inc. d/b/a Cross Safe, a North Carolina corporation ("Cross Safe") (Exhibit B)

On August 27<sup>th</sup>, 2019, the Village of Key Biscayne entered a long-term contract with Everything Parking, Inc. d/b/a Cross Safe, a North Carolina corporation ("Cross Safe") to provide support to the Village of Key Biscayne schools and children. The current contract annually is \$134,816.40. The new contract with Cross Safe would be of \$239,214.08. However, the company no longer serves the best purpose for the Village of Key Biscayne due to following:

- The asking price went up from \$27.74 (current contract) to \$31.36 (new rate) hourly;

Family Crossing Guard, LLC, which is the recommended company, would offer the Village the following benefits:

- Hourly rate of \$29.65 for school crossing guard services;
- Based out of Miami, Florida;
- Florida required annual training will be conducted prior to school year to ensure that all mandated requirements are met by each crossing guard.

A third quote was requested from All City Management, however, up to date they did not provide the proper documents to enter the bid/proposed process.





## VILLAGE OF KEY BISCAYNE

Based on our review of the bids/proposals submitted, we have determined that Family Crossing Guard, LLC is the lowest responsive and responsible bidder, and their bid prices are fair and reasonable. As such, it is recommended that the Village Manager award a contract in an amount not to exceed \$226,195.00 to Family Crossing Guard, LLC.

### **Funding:**

Funding will originate from Police Department budget line item 34100 "Contract Facility Management" in the FY22/23 Budget.

Budget Line	Item	FY22-23 Budgeted	FY22-23 Requested
34100	Contract Facility Mgt	\$226,195.00	\$226,195.00

*Reviewed by Mr. Joseph R. Natiello and Mr. Roger Pou from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.*

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING FAMILY CROSSING GUARD, LLC FOR SCHOOL CROSSING GUARD SERVICES IN AN AMOUNT NOT TO EXCEED \$226,195 ANNUALLY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Key Biscayne (“Village”) Council desires to improve traffic and safety measures by providing school crossing guards near Key Biscayne Community School and St. Agnes Academy (the “Services”); and

**WHEREAS**, the Village solicited three proposals and received two proposals for the Services; and

**WHEREAS**, Family Crossing Guard, LLC (the “Contractor”) submitted a proposal for the Services (“Proposal”); and

**WHEREAS**, after review and evaluation of the two proposals, the Village Manager recommends that the Contractor be selected to perform the Services as the lowest, responsive and responsible bidder; and

**WHEREAS**, the Village Council desires to select the Contractor to perform the Services and authorize the Village Manager to negotiate and execute a contract with the Contractor consistent with the Proposal in an amount not to exceed \$226,195.00 annually (the “Agreement”); and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.**     **Approval.** That the Village Council approves the Contractor for the Services.

**Section 3.**     **Authorization.** That the Village Manager is hereby authorized to negotiate and execute an Agreement with the Contractor for the Services, consistent with and substantially in accordance with the Proposal attached hereto as Exhibit "A" in an amount not to exceed \$226,195 annually, subject to approval by the Village Attorney as to form, content, and legal sufficiency.

**Section 4.**     **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MICHAEL W. DAVEY, MAYOR

ATTEST:

\_\_\_\_\_  
JOCELYN B. KOCH  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY

## Exhibit A

March 29, 2022

To the Police Department of the Village of Key Biscayne,

Please review this letter of bid as presented by Family Crossing Guard, LLC in the interest of providing crossing guard services for the 2022 – 2023 school year, for the establishments of Key Biscayne Community Day School and St. Agnes Academy.

The company of Family Crossing Guard, LLC has been formed to better meet the outstanding needs of the local schooling zones of the Village of Key Biscayne. Being locally owned, operated, and experienced, we believe that we can offer superior quality in the realms of operation, communication, and dedication to the community of Key Biscayne. While the corporatization of our group is recent, our members and affiliates are longstanding friends to the residents of the Key Biscayne as well as experienced operators in the various aspects of the infrastructure that maintains the community for over a decade. The organizers of Family Crossing Guard, LLC see it fitting that the exclusivity and prestige synonymous with the Village of Key Biscayne should be met with an equivalent - and even exceeding - level of care, dedicated attention, and passion, as surely expected by its residents.

The total proposed fare for Family Crossing Guard, LLC's operation this contract is requested at the amount of \$226,195. This amount includes the full extent of all services that would be rendered as well as for any other aspects that would be reasonably expected to be fulfilled for the community.

We thank you for your time and await your consideration for acceptance. For further clarification and correspondence, please contact us at (786) 314-3927.

Cordially,

John J. Simpson

Johnjosephsimpson@gmail.com

*Family Crossing Guard, LLC.*

## Expanded Summarization of Terms

### Terms of Period and Expiration

Term of this agreement shall take place on for the local school year of 2022 – 2023. The term shall be renewed automatically for each successive school year unless otherwise terminated by either party with, whereas each has given at least thirty (30) days written notice to the other party. Family Crossing, LLC. Shall maintain the right to terminate this agreement without cause on thirty (30) days advance written notice.

### Fees & Payment

Within the time frame of this agreement, Village of Key Biscayne shall pay to Family Crossing Guard, LLC. the hourly fee amount of twenty-nine dollars and sixty-five cents (\$29.65) per serviced hour. Fees for any period thereafter of the defined terms of this agreement will be ascertained for any future years. Fees will be billed monthly to due net 30 days. A \$25.00 late fee will be charged for any invoices which are past due.

### Locations

1. Key Biscayne Community School  
150 West McIntyre Street  
Key Biscayne, Florida 33149
2. St. Agnes Academy  
122 Harbor Drive  
Key Biscayne, Florida 33149

## Terms of Service and Schedule

Servicing shall be provided to the above listed establishments under the following terms:

1. 180 school days per year
2. Schedule of service:

### Key Biscayne Community Day School

# of Posts	Day(s)	Time Start	Time End
8	Monday – Friday	7:45am	8:45am
8	Monday, Tuesday, Thursday, Friday	2:30pm	3:30pm
8	Wednesday	1:30pm	2:30pm
4	Monday – Friday	7:45am	8:45am
4	Monday, Tuesday, Thursday, Friday	2:30pm	3:30pm
4	Wednesday	1:30pm	2:30pm
2	Monday – Friday	7:00am	9:00am
2	Monday – Friday	2:00pm	4:00pm

### St. Agnes Academy

# of Posts	Day(s)	Time Start	Time End
2	Monday – Friday	7:00am	9:00am
1	Monday – Friday	7:00am	8:00am
2	Monday – Friday	2:00pm	4:00pm
1	Monday – Friday	2:00pm	3:00pm

### Annual Training

One day designated for annual training and shall be considered as well for the allotment of 17 'posts' for the span of a 4 hour period.

### Cost Summary

Below is a summary of the total projected costs to be seen for the 2022 – 2023 school year, calculated at the aforementioned hourly rate of \$29.65 per serviced hour.

13 sites at 2 hours per day: (26 hour/day) X (180 days/yr) X (\$29.65) = \$140,762

4 sites at 4 hours per day: (16 hour/day) X (180 days/yr) X (\$29.65) = \$85,392

17 sites at 4 hours per day: (68 hour/day) X (1 days/yr) X (\$29.65) = \$2,016

Total Projected Cost: \$226,195

Total Projected Hours: 7,628

### Closing Statement of Bid

Family Crossing Guard agrees to abide by these terms set forth in this document whereas if considered for final candidacy, a final contract would be made readily available to the seeking establishment under consistent terms and conditions. Any further clarifications or considerations that should be sought by establishment should be made communicable prior to the finalization these proposed terms.

*Family Crossing Guard, LLC.*



# School Crossing Guard Services Proposal

Prepared for:

**Key Biscayne Police Department**

**May 25, 2022**







PHONE 704.377.1755 FAX 704.377.3155 WEB parkinc.com  
ADDRESS 4900-B Old Pineville Road | Charlotte | North Carolina | 28217

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PHONE 704.377.1755 FAX 704.377.3155 WEB parkinc.com  
ADDRESS 4900-B Old Pineville Road | Charlotte | North Carolina | 28217

May 25, 2022

Lieutenant Martin Santiago  
Key Biscayne Police Department  
88 West McIntyre Street  
Key Biscayne, FL 33149

Dear Lt. Santiago,

It is our pleasure to submit the following proposal for crossing guard services for the Key Biscayne Police Department. In this proposal, you will find a detailed description on how our company operates its crossing guard operations and the safeguards against uncovered guard posts. This proposal will cover our pre-hire process, training, and on-going employee evaluation. It also covers operations as it pertains to crossing guards in general and the Key Biscayne Police Department specifically. Lastly, included is background information on our company and a list of references of our current crossing guard operations, many of which have a crossing guard component similar in size and scope or larger than those of the Key Biscayne Police Department.

We greatly appreciate your consideration and welcome the opportunity to partner with your organization.

Please do not hesitate to contact me with any questions.

Sincerely,

Brian A. Haupricht  
President & Authorized Company Representative

4900-B Old Pineville Road  
Charlotte, NC 28217  
Phone 704.377.1755  
FAX 704.377.3155  
hauprichtb@parkinc.com



## EXECUTIVE SUMMARY

Cross Safe is pleased to submit this proposal to provide crossing guard services for the Key Biscayne Police Department. Cross Safe specializes in providing highly customized crossing guard, traffic controlling, parking garage, surface lot, shuttle, and valet parking services to its customers. We currently maintain service contracts at more than 100 locations in 22 states, staffed by more than 400 dedicated employees.

We are qualified and ready to help the Key Biscayne Police Department address three essential needs:

- Provide exceptional customer service and sound crossing guard operations on a day-to-day basis.
- Assure smooth, successful execution of two important transitions: 1) the addition of a new crossing guard provider, and 2) maintenance of accessible, efficient crossing guard services for the public.
- Eliminate the workload with regard to crossing guard management for the staff of the Key Biscayne Police Department.

Cross Safe is distinguished by exceptional attention to customer service and operational detail. We maintain this distinction by rigorous standards of recruiting, hiring, training, evaluation, and employee motivation.

Cross Safe also has an advantage in its relative small size in the crossing guard services industry. We have the flexibility, responsiveness, and energy that are characteristic of a successful young company. This translates into more intensive and hands-on customer service.

### Our Mission

Be the most sought after operation in the cities we service, both by client establishments and by people who want to work in the services industry. Secondly, become a national model of exceptional crossing guard services. Finally, establish a strong, successful presence in cities where we choose to do business.

### Our Strategy

Engrain the service ethic in our people. Stress professionalism at all levels. Give our employees the means to work smarter and more effectively. Reward their good work with bonuses and career growth opportunities. Use our experience to continually adapt and improve our performance. Formalize and strengthen our internal communication so that every employee understands and contributes to our mission.

### Our Commitments

- *Total customer focus.* Customize our services to the precise needs of our client establishments
- *Unparalleled service.* Make every guest feel great about facilities where we provide services
- *Excellent employees.* Recruit, train, and support the best people. Reward hard work, smart work, and loyalty. Stress professionalism.
- *Operational excellence.* Provide good value to our customers and their publics; strive to be accident free
- *Smart growth.* Grow aggressively but always maintain quality service.



Moreover, because we currently operate over 100 locations, we are committed to the industry and highly motivated to take the Key Biscayne Police Department crossing guard operations to new levels of customer service and success. We welcome the opportunity to do so.

Following is a summary of our team members and their responsibilities as it pertains to this project:

Team Member	Responsibilities
Gary Lewis, CPP	Vice President of Operations – Coordination of all activities with Key Biscayne Police Department / Staff Recruitment / Uniforms and supplies / Setup account per guidelines
Kim Dziuk	Human Resources Manager – Coordination of interviewing, hiring, and training / Ensure compliance with all pre-hire requirements, checks, and tests
Angela Silver	Controller – Oversee financial aspects of the project including payroll and billings
Brian Haupricht, CPP	President – Oversight of the entire project team
TBD	Contract Manager – Hands on involvement of the day-to-day operations. First point of contact for Key Biscayne Police Department and the Cross Safe staff.



**Corporate Vice President of Operations**  
**Gary W. Lewis, Jr., CPP**

<b>Experience</b>	<p>1998 -Present                      Cross Safe                      Charlotte, NC</p> <p>Vice President of Operations</p> <ul style="list-style-type: none"> <li>• Handle daily operations for more than 75 assigned accounts.</li> <li>• Currently supervise 3 Area Managers, 5 Assistant Area Managers, 12 Zone Managers and 10 Account Managers.</li> <li>• Oversee all aspects of daily operations.</li> <li>• Maintain client/customer relationships.</li> <li>• Responsible for adhering to fiscal budget for assigned accounts</li> </ul>
	<p>1998                      Cross Safe                      Charlotte, NC</p> <p>Valet/Zone Manager</p> <ul style="list-style-type: none"> <li>• Worked as a crossing guard/valet; promoted to Zone Manager.</li> <li>• Responsible for operations in designated zone, including maintaining high customer service standards, staffing, efficiency, client relations, troubleshooting, etc.</li> </ul>
	<p>1994 - 1995                      General Electric, Lighting                      Tampa, FL</p> <p>Account Representative/Regional Sales Manager</p> <ul style="list-style-type: none"> <li>• Responsible for servicing and maintaining HomeCenter accounts within Southern region.</li> <li>• Responsible for on-going sales within Southern region's Home Center Channel; Home Depot, specific.</li> </ul>
<b>Education</b>	<p>1987-1991, 1996                      Wake Forest University -Winston-Salem, NC</p> <p>Bachelor of Arts, Politics</p>





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## **BACKGROUND & EXPERIENCE**

### **Company History and Growth**

Cross Safe is well qualified to deliver on the scope of services and to manage the crossing guard operations for the Key Biscayne Police Department. Founded in 1994 in Charlotte, North Carolina, with just a few employees and one customer, Cross Safe has expanded to over 100 operations in 22 states, with more than 400 employees. During that period, annual revenues have grown to over \$8.0 million. Founder Brian Haupricht remains the company's chief executive officer and its principal shareholder.

From its initial concentration on valet parking, the company has developed a full range of services, including crossing guards, traffic controlling, large-scale garage management, surface lot operation, shuttle bus services, and consultation.

Headquartered in Charlotte, North Carolina, Cross Safe currently manages parking and crossing guard services Nationwide. Corporate administrative functions are housed at the headquarters office while regional and local offices provide hands-on management of local service operations.

The company owes its success to a strong customer service program developed through extensive employee training that is reinforced daily in local operations. The company differentiates itself from its industry peers by its high level of service and professionalism. We strive to create an outstanding guest experience for our clients and their customers, each and every time.



## Quality Values

Cross Safe takes a very proactive, hands-on approach in day-to-day management with an understanding that our employees are the most important factor in providing an outstanding customer experience. It begins in our recruiting process as we work diligently to procure candidates with a background in customer service. We then provide a detailed orientation where clear expectations are set related to:

- Policies and operational procedures
- Uniform and dress code
- Best practices for providing outstanding customer service

We have created a culture at Cross Safe where our core values guide the services we provide every day. Those core values include:

- Deliver Service Excellence
- Exercise Honesty and Integrity
- Educate and Be Educated
- Demonstrate Respect for Employees, Customers, and Community
- Support a Spirit of Continuous Improvement

We strive to ensure these core values are embraced by each of our employees and exemplified in the service we provide.

## Cross Safe Mission Statement

*We are committed to a partnership with our clients by providing efficient and convenient crossing guard services, focused on adaptability and responsiveness to our customers' needs. Through the application of innovative solutions, we offer a diverse range of service amenities with dedication and integrity. We are committed to supporting activities that enhance and service the communities in which we operate.*



## EXPERIENCE

Cross Safe understands that working in a school environment is different than working for a social establishment or operating a commercial parking facility. We have taken that understanding and created a division within our organization that focuses only on crossing guard services.

### What makes the Cross Safe's Crossing Guard System Different?

#### 1. Specialized

We currently provide crossing guard, traffic controlling, valet parking, parking management, and shuttle services for 100 locations in the region and handle more than 100,000 customers per week at those facilities.

#### 2. Crossing Guard Training

Cross Safe has continued to improve upon our Crossing Guard system. We have developed a crossing guard specific training program that teaches each of our attendants:

- To be unfailingly polite
- To safely assist with pedestrian flow around the staging area
- To be proactive in recognizing customers needs
- To recognize and react to emergency situations
- Facility acclimation

#### 3. Our system is easily modified to fit the individual needs of the facility.

Our system is highly flexible allowing us to provide superior service during times of construction or unforeseen circumstances.

#### 4. Annual Cross Safe University training seminar for all supervisory personnel.

All supervisory personnel attend a 2 day educational conference in Charlotte each summer to improve company and industry best practices in the areas of Human Resources, Parking Management, Safety, Compliance, Problem Solving, Accounting, and to enhance lines of communication with their peers in the company.





## CLIENT REFERENCES

### **Fort Mill School District**

Crossing guard services  
2233 Deerfield Drive  
Fort Mill, SC 29715  
Thomas Buckley ([buckleytp@fortmillschools.org](mailto:buckleytp@fortmillschools.org))  
803.802.1991

### **Kingsport City Schools**

Crossing guard services  
225 West Center Street  
Kingsport, TN 37660  
Dale Phipps ([dalehipps@kingsporttn.gov](mailto:dalehipps@kingsporttn.gov))  
423.229.9423

### **Charlotte-Mecklenburg Schools Police Department**

Crossing guard services  
3301 Stafford Drive  
Charlotte, NC 28208  
Kevin Earp ([k.earp@cms.k12.nc.us](mailto:k.earp@cms.k12.nc.us))  
980.343.5156

### **Key Biscayne Police Department**

Crossing guard services  
88 W McIntyre Street  
Key Biscayne, FL 33149  
Lt. Martin Santiago ([msantiago@kbpd.net](mailto:msantiago@kbpd.net))  
305.365.5555

### **Charlotte Country Day School**

Crossing guard services  
1440 Carmel Road  
Charlotte, NC 28226  
B.E. James ([be.james@charlottecountryday.org](mailto:be.james@charlottecountryday.org))  
704.301.9570



## PROPOSED SOLUTION

As a successful, growing company in the crossing guard and parking services industry, Cross Safe has substantial experience and skill in starting or assuming crossing guard, traffic controlling, parking, valet, and shuttle service operations. We would like to begin by forming a start-up team composed of Cross Safe and the Key Biscayne Police Department management. The purpose of the start-up team will be a smooth, successful introduction of Cross Safe to the Key Biscayne Police Department. The strategy is to share pertinent information, develop procedures agreeable to both parties, identify particular needs and problems, and plan solutions before the operation even begins. The following activities are proposed from the onset of the contract award:

### *Week 1 - Kick-Off Activities*

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Develop a clear understanding of the start-up issues and concerns on both sides and develop a schedule of start-up activities including who will do what and when.

#### **1. Identify general scope of services required.**

- Listing of work-sites, estimated coverage needed, staff required and daily coverage schedules

#### **2. Identify operational expectations.**

- the Key Biscayne Police Department specific employee training requirements
- the Key Biscayne Police Department specific employee scripts, knowledge, and general responsibilities
- the Key Biscayne Police Department specific employee dress code, including bad weather, etc.

#### **3. Identify management issues.**

- Chain of command; day to day management; the Key Biscayne Police Department contact; Cross Safe contact
- Emergency calls: contacts, procedures, telephone numbers, possible problems
- Staffing changes: current numbers, contact names, telephone numbers

#### **4. Identify finance issues.**

- How costs are computed, billing format, timing, payment

#### **5. Identify liability and legal issues.**

- Insurance, emergency procedures, handling of claims.

#### **6. Walk through and discuss specific site concerns and requirements**

- At each specific work site station, identify any specific instructions for staffing, where employee



should stand, support call source, and other issues.

### ***Week 2 - Second Meeting***

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- Present more detailed schedule based on kick-off meeting notes and walk-through
- Review and confirm with the Key Biscayne Police Department.
- Confirm training, orientation, and other pre-start-up issues to be resolved.
- Use the kick-off meeting list of items
- Review, discuss, confirm and make adjustments to the plan
- Prepare operational memo of agreement and scope of services
- Prepare actual start-up schedule, training and other activities

### ***Week 3 - Implementation of Start-up***

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- Monitor initial Cross Safe onsite activities to ensure plans are implemented as discussed
- During initial days, both Cross Safe management staff and the Key Biscayne Police Department management staff should be available for resolving initial problems and situations not identified at training sessions.
- Place initial Cross Safe staff on site and begin Cross Safe employee operation.
- Monitor and repeat walk-through process and answer employee's questions and concerns.
- Repeat for first few full schedules of different shifts.

### ***Weeks 4 – 10 - Ongoing Activities***

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- Wrap-up review to discuss all implementation activities. For first couple of weeks, and as necessary, have prescheduled weekly Cross Safe/Key Biscayne Police Department management meetings to review satisfaction, problems, and how to make further improvements.



## QUALITY ASSURANCE

Cross Safe's business and reputation are built on excellent customer service. It permeates everything we do. A dedication to customer service is evident in our interviewing process, training, day-to-day performance, and our constant desire to improve. One important way that we maintain a focused customer service attitude is by fueling the synergistic effect between excellent customer service and continued success as a company. We take every opportunity to reinforce the belief that great customer service benefits the customer, the employee, the client, and the company.

Our goal is to maximize employee performance. To help us achieve this goal we have instituted the following processes:

- Employee standards have been set and communicated to all employees.
- Every attempt is made to hire only customer focused individuals.
- We implement a consistent and effective training program.
- Management is customer focused and models that behavior for their staff.
- We review our employees' work on a regular basis.
- We reward for good job performance.
- We take corrective action where employee performance is poor.
- We dismiss employees who do not provide the level of service that we demand.

Cross Safe employees, through the training process, are taught to perform their duties according to our proven system. This system includes:

- |   |   |
|---|---|
| • Greeting customers and pedestrians with a smile and scripted greeting | • Assisting customers with directions and information |
| • Assisting with client requests  | • Cleaning their responsible areas                    |

The true difference in our system is our people. We realize that our resources are our people. And that service is a critical requirement when the crossing guards are the first and last points of customer contact. Accordingly, we recruit quality candidates that meet our strict criteria.





## HIRING

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*Recruiting.* We recruit for new personnel using internet job websites, Cross Safe's career portal website, flyers in appropriate locations such as colleges and senior centers, and through current employees. Recruitment is constant for us, partly because our business continues to grow, requiring additional staff; and partly because we have a practice of keeping at least 10 candidates (the spot labor list) available for hire at all times. This practice allows us to dismiss mediocre associates if necessary and still maintain appropriate staffing levels.

*Pre-Screen Telephone Call.* To save everyone time, we like to check in with the candidate over the phone first. We ask 'deal breaker' questions such as:

Do you have a valid driver's license? Are you 18 or older? Have you ever been convicted of a DUI or felony? When are you available to work?

This call also gives us the opportunity to hear the person's speaking voice (Does he/she speak clearly? Does he/she have a pleasing, polite tone of voice, and avoid slang and inappropriate language?). Some candidates are eliminated at this stage.

*Interview.* We have spent a considerable amount of time identifying the qualities that we consider essential in good, customer-oriented personnel. It is the objective of our interviewing process to hire candidates with these attributes:

- Service oriented
- Positive in outlook
- Punctual
- Available when needed
- Honest
- Well groomed
- Personable
- Polite and courteous
- Good communicator orally and in writing
- Team player
- Problem solver who takes the initiative
- Reliable
- Constructive contributor
- Good role model for others



*Motor Vehicle, Criminal Background Screening, etc.* To ensure that we are getting safe and trustworthy employees we hire only those who have a minimal amount of points on their driving record and have not been convicted of any serious crimes, crimes involving theft, or anything that is a specific requirement in the contract:

We use the following tools in training our managers in the interviewing process:

- Interviewing checklist (please see appendix to this section)
- Interviewing script (please see appendix to this section)
- Sessions with an experienced interviewer to see how it is done
- Works with an experienced interviewer to identify interview questions that fit the new interviewer's style
- Experienced interviewer sits in with new interviewer and offers positive suggestions
- Check references – we require two employment and/or school references along with a personal reference
- Conduct background criminal and motor vehicle report checks as well as drug screening (if required) and other tests as required by the contract
- Make written Offer of Employment
- Schedule orientation and training



---

### **Orientation Program (~ 1-2 hours)**

- Welcome
- Introduction to the history of Cross Safe/Future of Cross Safe
- New hire paperwork
- Performance expectations
- Review of policy manual
- Closing remarks

### **Classroom Training (~ 1-2 hours)**

- Review of employee guide
- Additional topics as required by contract
- Question and answer period
- Take employee examination
- Review work schedules and instructions for the next two weeks

### **On Site Training (~ 3 hours)**

- New employee introduced to account manager
- New employee familiarized with specific site and it's procedures
- Designated trainer models all information received during classroom training
- Trainer handles 2 customers with new employee watching
- Trainee handles next 5 with trainer watching
- Trainee handles additional customers with trainer available for help
- Trainer explains closing procedures
- New employee assigned to work alongside experienced employee for a period of time.



## EVALUATION

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We use the following main methods of evaluation:

- In-house --- as previously described, our managers perform regular spot-checks.
- In house --- we send out 'mystery shoppers' to experience our services first hand
- On a regular basis, the president of the company will telephone our contact at the Key Biscayne Police Department to see how things are going.
- Annually, we send out an account survey form to our contact at each account





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## MYSTERY SHOPPER EMPLOYEE ASSESSMENT

Date: \_\_\_\_\_  
Location Name: \_\_\_\_\_  
Name of Employee: \_\_\_\_\_  
Time: \_\_\_\_\_

**Personal Appearance: (Visually inspect the condition of the employee's uniform.)**

Was the employee's uniform clean?	Yes	No
Was the employee wearing his/her nametag?	Yes	No
Was the employee professional in appearance?	Yes	No
Overall was Cross Safe well represented by the employee(s) appearance?	Yes	No

**Customer Service: (Pay particular attention to the enthusiasm level of the employee as well as his/her diction when speaking.)**

Did the employee establish eye contact with you?	Yes	No
Did the employee smile upon greeting you?	Yes	No
Did the employee use a courteous greeting?	Yes	No
Did the employee display a high level of energy?	Yes	No
Were you able to observe inappropriate workplace behavior?	Yes	No



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### Employee Corrective Action

Violation	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
Reporting late for a shift without a call to management	O	O	W	S
Failure to wear proper uniform	O	O	W	S
Failure to shave before shift	O	O	W	S
Leaving a scheduled shift before the designated time	O	O	W	D
Smoking or eating in view of guests during scheduled work hours	O	W	D	
Behavior or action that causes any valid guest complaints	W	S	D	
Damaging a vehicle	S/D	D		
Failure to report to work for a scheduled shift	S/D	D		
Acts of disloyalty to Cross Safe and/or acts that convey a negative image of Cross Safe	S/D	D		
Engaging in any act of violence, disorderly conduct or unsafe acts	S/D	D		
Abusing, defacing or destroying company property	S/D	D		
Refusal/failure to perform assigned work or to follow instructions of management	S/D	D		
Falsifying or refusing to provide information or otherwise refusing to cooperate in the investigation of incidents of associate misconduct, accidents, theft or other incidents	S/D	D		
Behavior or action that causes the loss of an account	D			
Supplying false or misleading information when applying for employment	D			
Possession, purchase, use or being under the influence of alcohol during scheduled work hours	D			
Possession, purchase, use or being under the influence of illegal drugs during scheduled work hours	D			
Abusing, defacing or destroying the property of clients or their guests	D			
Threatening or using abusive language to any manager, guest, or employee	D			
Gross negligence or carelessness	D			
Theft or unlawful possession of Cross Safe or Authority funds, stolen, lost or mislaid property, or property of a guest	D			
Inappropriate use of company funds	D			
Revealing confidential information about the business to outsiders or to other associates who are not entitled to receive such information	D			
Working for another company in a competitive business to Cross Safe	D			

**O – Oral W – Written S – Suspension D – Dismissal**

**Based on a 12 month rolling calendar, consisting of 365 days:**

**>6 Orals – Dismissal >3 Written – Dismissal >2 Suspensions – Dismissal**



## **Employee Standards Checklist**

- **The employee shows a professional attitude in his/her uniform:**
  - Shirt should be tucked in and a belt worn.
  - Designated uniform must be worn.
  - Socks should be worn with comfortable shoes that are in good condition.
- **The employee shows a professional attitude in personal appearance:**
  - Hair is neat and conforms to Cross Safe's guidelines.
  - Make-up and jewelry is within appropriate guidelines.
  - If clean shaven, employee shaved before coming to work.
  - Employee has a friendly expression and great posture.
- **Employee follows customer service procedures**
  - Employees are clearly visible to all.
  - Employee offers immediate assistance to guests.
  - Employee offers a friendly and appropriate greeting.
  - Employee thanks each guest.
  - Employees does not smoke or eat in view of the customer
- **Employee shows a professional attitude in his/her attendance.**
  - Employee follows established 'request off' procedures.
  - Employee makes the effort to know his/her own schedule.
  - Employee is never tardy or absent without cause.
  - If employee is unable to work scheduled shift, calls in to manager as soon as possible. Also attempts to find his/her own replacement.
- **Employee reports time worked appropriately:**
  - Employee clocks in and out each time he/she works.
  - Employee reports his/her time accurately.
  - Employee uses time clock, where available.
  - Employee clocks in and out at the designated job site.
- **Employee's 'employee conduct' is always appropriate.**
  - Employee adheres to employee conduct standards as specified in the policy manual.
  - Employee's performance, work habits, overall attitude and demeanor is satisfactory in the judgment of Cross Safe management.



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ADDRESS 1415 South Church Street | Suite T | Charlotte | North Carolina | 28203

## MANAGEMENT PROPOSAL

In connection with the management of the Key Biscayne Police Department crossing guard operation, Cross Safe will assume all operational responsibilities associated with the managing the crossing guard operation:

### GENERAL OPERATIONAL FUNCTIONS

#### 1. Staffing

Cross Safe will arrange for properly balanced staffing to operate, maintain, and manage the crossing guard operation. All scheduling will be approved by Key Biscayne Police Department.

##### Proposed Hours: 180 days per year

13 crossing guards

4 crossing guards

1 supervisor

17 crossing guards

2 hours per guard per day

4 hours per guard per day

Approximately 4 hours per day

4 training hours per year

#### 2. Payroll and Payroll Taxes

Cross Safe will oversee all payroll payment and administration of its staff assigned to the Key Biscayne Police Department. Cross Safe will arrange for the payment of and file all payroll taxes in accordance with federal and state laws.

#### 3. Insurance & Worker's Compensation

Cross Safe will carry a two million-dollar general liability insurance policy and name the Key Biscayne Police Department as an additional insured on this policy. Cross Safe will carry a standard Worker's Compensation policy on their employees.

The following is a summary of existing insurance coverage:

- **General Liability**  
Providing for any mishap causing personal injury; either by premises or attendant. Policy limit: \$2,000,000, **Per occurrence limit \$1,000,000**
- **Employee Dishonesty**  
Provides for loss of and loss from damage to, covered property such as money, equipment, or security. Policy limit: \$500,000.
- **Umbrella Liability**  
Provides excess coverage for General Liability in the amount of \$10,000,000.

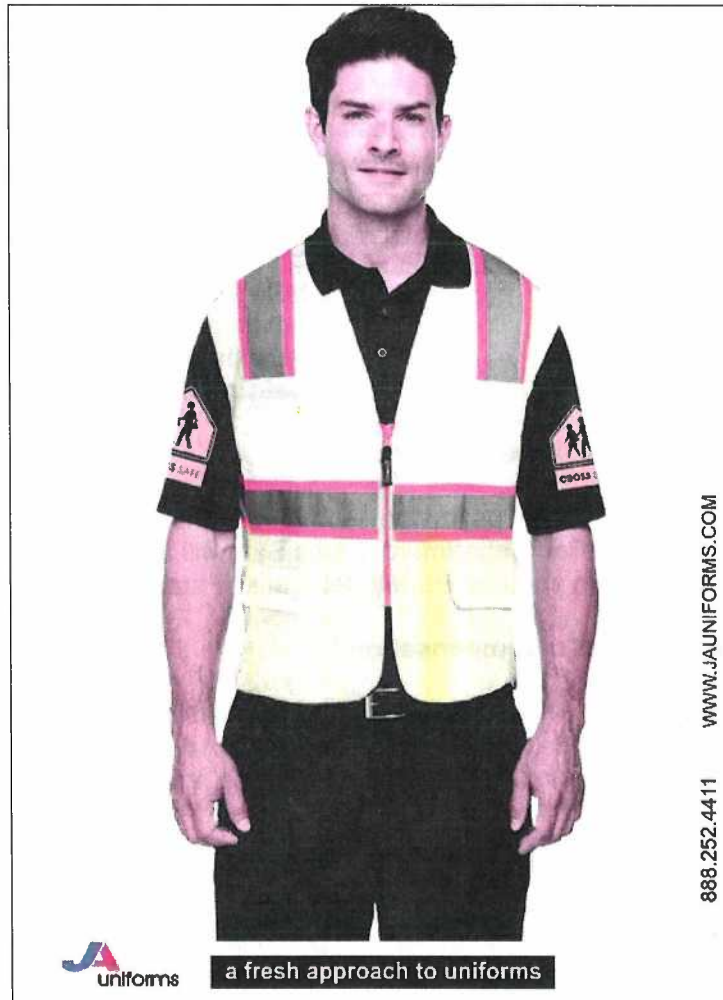




PHONE 704.377.1755 FAX 704.377.3155 WEB parkinc.com  
ADDRESS 1415 South Church Street | Suite T | Charlotte | North Carolina | 28203

#### 4. Uniform and Appearance

All Cross Safe employees will be attired in standardized uniforms for easy identification. All employees will maintain a clean and presentable appearance.



#### 5. Management

Cross Safe will provide on-call management to oversee the entire crossing guard operation at the Key Biscayne Police Department. This person will enforce all policies and procedures, changes to and improvements of specific operations, and continuous personnel management.



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## 6. Operating Supplies

Cross Safe will provide all necessary supplies to ensure a smooth and efficient crossing guard operation. This will include, but is not limited to: uniforms, safety vests, and **flashing LED stop paddles/flashing batons**.

## 7. Vision

The objective of crossing guards is to ensure the students safely crossing intersections where vehicular traffic passes. Cross Safe will achieve this at the Key Biscayne Police Department by offering professional crossing guard service, emphasizing service, convenience, and safety. This service will add to the Key Biscayne Police Department total customer experience, providing a key element to its range of service offerings.

## 8. Contingency Plan

During our initial hiring we look for employees who have flexible schedules. We typically look for employees who desire part-time work. Should there be a need to increase man-power unexpectedly; our supervisor will begin calling those employees who are not scheduled to come into work. If there is going to be an increase in usage that is planned, we will schedule the appropriate staff to handle the increase. Cross Safe will provide an "on-call" crossing guard/supervisor in the event of unexpected absences. Our ultimate goal is to provide **reliable service with zero gaps in service**.

Through working at the Key Biscayne Police Department and our experience, we will be able to provide a staff that is able to handle all kinds of fluctuation in the crossing guard system.



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## 9. Reporting

Cross Safe uses a customized employee tracking system that allows the employees to clock in and out using their cell phones. Each employee is required to "opt in" to allow us to track their clock in location using GPS. We are able to review the location where they clocked in and out to ensure they were at their job site during the scheduled times. This system also sends a text and email alert to the supervisor to alert them when an employee has not clocked in for a shift.

In addition, a report is available from the time and attendance system for to use as backup for all billable hours.

### Sample employee time report

Park Inc					Job Activity Detail Report		
1415 South Church Street Suite T Charlotte, NC 28203					Period: 05/12/14 - 05/18/14		
Zone(s): 1700							
(3187) CLT Country Day School (3187)					Job Total	8.33	(8h 20m)
Date In	Employee Code	Last Name	First Name	Clock In	Clock Out	Total Hours	Total (h m)
Monday, 05/12	113774	Mullins	Cecily	07:15 AM	08:00 AM	.75	(45m)
Monday, 05/12	113774	Mullins	Cecily	03:00 PM	04:00 PM	1.00	(1h)
Tuesday, 05/13	113774	Mullins	Cecily	07:15 AM	08:00 AM	.75	(45m)
Tuesday, 05/13	113774	Mullins	Cecily	03:00 PM	04:00 PM	1.00	(1h)
Wednesday, 05/14	113774	Mullins	Cecily	07:15 AM	08:00 AM	.75	(45m)
Wednesday, 05/14	113774	Mullins	Cecily	03:00 PM	04:00 PM	1.00	(1h)
Thursday, 05/15	113774	Mullins	Cecily	07:40 AM	08:00 AM	.33	(20m)
Thursday, 05/15	113774	Mullins	Cecily	03:00 PM	04:00 PM	1.00	(1h)
Friday, 05/16	113774	Mullins	Cecily	07:15 AM	08:00 AM	.75	(45m)
Friday, 05/16	113774	Mullins	Cecily	03:00 PM	04:00 PM	1.00	(1h)
(3187) CLT Country Day School (3187)					Subtotals	8.33	(8h 20m)



PHONE 704.377.1755 FAX 704.377.3155 WEB parkinc.com  
ADDRESS 1415 South Church Street | Suite T | Charlotte | North Carolina | 28203

## MANAGEMENT FEE

Cross Safe proposes an hourly fee of \$31.36 per guard per hour. (Approximately \$239,214.08/year)

The management fee includes crossing guards and a dedicated supervisor to manage all Cross Safe staff and fill in for unexpected absences.

These fees will cover all costs associated with operating the crossing guard operation including payroll, taxes, worker's compensation, insurance, operating expenses, uniforms, claims, flashing batons, stop paddles, and management.

*This proposal represents an expression of interest on our part to provide services for the Key Biscayne Police Department. This document does not, however, have independent legal significance. Only a binding management agreement; agreed to and signed by both parties, will give rise to legal obligations on either party's behalf.*





# VILLAGE OF KEY BISCAIYNE

## MEMORANDUM

*Village Council*  
**Michael W. Davey**, Mayor  
**Brett Moss**, Vice Mayor  
**Frank Caplan**  
**Luis Lauredo**  
**Allison McCormick**  
**Edward London**  
**Ignacio J. Seguro**

*Village Manager*  
**Steven C. Williamson**

DATE: July 26, 2022  
TO: Honorable Mayor and Councilmembers  
FROM: Steven C. Williamson, Village Manager  
RE: Execute Bundle Subscription Agreement with Axon Enterprise, Inc. for Police Body Cameras and Tasers

### **Recommendation**

I recommend the council approve the proposed contract with Axon Enterprise, Inc., for the continued use of Axon Body Worn Cameras and Tasers, to include associated data storage in an amount not to exceed \$296,568.64 over the next five years. This will be a 5-year bundled cost in the amount of \$59,313.72 annually for years 1-5. These cameras and Tasers are important to Police operations as they serve as a source of evidence, accountability, and protection for our officers and to the public. Funding is currently allocated in the Police Department Budget under Equipment, Subscriptions and Memberships for this purpose.

### **Background:**

In 2015, the Village Council approved a departmental body-worn camera program for the Police Department. The purpose of this program is to improve the high-quality public service expected of our police officers and to promote legitimacy and a sense of procedural justice in residents and visitors to the Village.

Police staff examined the possibility of a potential cost savings by exploring the options of bundling the body worn camera program with the existing TASER program. Police staff entered negotiations with Axon and was successful in renegotiating the existing contracts by bundling our Axon service agreement, cloud storage, BWC, Tasers, Holsters, Cartages, and Batteries, for an overall 5-year cost saving of \$158,616.49.

Beginning October 1, 2022 (fiscal year 2023), the Village will move forward with the revised bundle renewed agreement. The total purchase price is \$296,568.64, which will be divided into five installments of \$59,313.72. This includes TASERS with full warranties and new body-worn cameras, docking stations, licenses to evidence.com (the video storage and data tagging platform) warranties, and any required maintenance or technical support.

### **Funding:**

Funding will originate from Police Department budget line item 52.0001 and 52.0004 "Police Operating Supplies – Software, and Police operating supplies-Equipment" in the FY22/23 Budget.



## VILLAGE OF KEY BISCAYNE

Budget Line	Item	FY21-22 Budgeted	FY22-23 Requested
52.0001	Police Operating Supplies - Software	\$49,500.00	\$59,313.72
52.0004	Police Operating Supplies – Equipment	\$17,016.00	\$ 0

*Reviewed by Mr. Joseph R. Natiello and Mr. Roger Pou from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.*

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A CAPITAL PROJECT AUTHORIZING RESOLUTION OF  
THE VILLAGE COUNCIL OF THE VILLAGE OF KEY  
BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF  
POLICE BODY-WORN CAMERA EQUIPMENT, TASERS,  
DATA STORAGE, AND RELATED MAINTENANCE AND  
TECHNICAL SERVICES FROM AXON ENTERPRISE, INC.  
IN AN AMOUNT NOT TO EXCEED \$296,568.64 OVER A  
FIVE-YEAR PERIOD; PROVIDING FOR  
AUTHORIZATION; PROVIDING FOR  
IMPLEMENTATION; AND PROVIDING FOR AN  
EFFECTIVE DATE**

**WHEREAS**, pursuant to Section 3.07(b) of the Village of Key Biscayne (the “Village”) Charter, the Village of Key Biscayne (“Village”) desires to authorize the expenditure of Village funds for the purchase of body-worn camera equipment, tasers, data storage, and related maintenance and technical services (collectively, the “Equipment”) for the Village’s Police Department (the “Department”) to continue serving the Village residents and visitors and to facilitate the provision of day-to-day operations of the Department; and

**WHEREAS**, the type of purchase contemplated by the Village has been competitively bid by Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government, which has entered into Sourcewell Contract No. 010720-AXN (“Sourcewell Contract”) with Axon Enterprise, Inc. (the “Vendor”); and

**WHEREAS**, the Village Police Department has renegotiated various existing contract rates with the Vendor by bundling separate contracts for the Equipment; and

**WHEREAS**, in accordance with Section 2-86 of the Village’s Code of Ordinances (the “Code”), the Village Council seeks to authorize the Village Manager to purchase the Equipment from the Vendor in an amount not to exceed \$296,568.64 over a five-year term, consistent with the Sourcewell Contract and the Vendor’s Quote, attached hereto as composite “Exhibit “A” (the “Quote”); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:

**Section 1.**     **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.**     **Approval.** That the Village Council approves the purchase of the Equipment from the Vendor.

**Section 3.**     **Authorization.** That the Village Council hereby authorizes the Village Manager to purchase the Equipment from the Vendor consistent with the terms and conditions of the Sourcewell Contract and the Quote, subject to budgeted funds in an amount not to exceed \$296,568.64 over a five-year term.

**Section 4.**     **Implementation.** That the Village Council hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

**Section 5.**     **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MICHAEL W. DAVEY  
MAYOR

ATTEST:

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JOCELYN B. KOCH  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY

# EXHIBIT "A"



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-382567-44761.755JC

Issued: 07/19/2022

Quote Expiration: 07/29/2022

Estimated Contract Start Date: 11/01/2022

Account Number: 466085

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Key Biscayne Police Department 88 W McIntyre St Key Biscayne, FL 33149-1846 USA	Key Biscayne Police Dept. - FL 88 W McIntyre St Key Biscayne, FL 33149-1846 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jen Carletto-Berg Phone: Email: jcberg@axon.com Fax:	Frank Sousa Phone: (305) 365-5503 Email: fsousa@kbpd.net Fax:

## Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$296,568.64</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$296,568.64</b>

## Discount Summary

Average Savings Per Year	\$35,135.85
<b>TOTAL SAVINGS</b>	<b>\$175,679.24</b>

## Payment Summary

Date	Subtotal	Tax	Total
Oct 2022	\$59,313.60	\$0.00	\$59,313.60
Oct 2023	\$59,313.76	\$0.00	\$59,313.76
Oct 2024	\$59,313.76	\$0.00	\$59,313.76
Oct 2025	\$59,313.76	\$0.00	\$59,313.76
Oct 2026	\$59,313.76	\$0.00	\$59,313.76
<b>Total</b>	<b>\$296,568.64</b>	<b>\$0.00</b>	<b>\$296,568.64</b>



Quote List Price: \$472,247.88  
 Quote Subtotal: \$296,568.64

## Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
<b>AB3 1-Bay Dock Bundle</b>								
71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT		33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
74211	AXON BODY 3 - 1 BAY DOCK		33	\$200.00	\$198.00	\$6,534.00	\$0.00	\$6,534.00
<b>AB3 Camera Bundle</b>								
74028	WING CLIP MOUNT, AXON RAPIDLOCK		37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		33	\$699.00	\$0.00	\$0.00	\$0.00	\$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>2021 Core+ Renewal</b>								
75015	SIGNAL SIDEARM KIT		33	\$249.00	\$173.13	\$5,713.29	\$0.00	\$5,713.29
80464	EXT WARRANTY, CAMERA (TAP)	60m	33	\$700.20	\$486.84	\$16,065.72	\$0.00	\$16,065.72
73309	AXON CAMERA REFRESH ONE		34	\$755.00	\$524.94	\$17,847.96	\$0.00	\$17,847.96
73310	AXON CAMERA REFRESH TWO		34	\$790.00	\$549.28	\$18,675.52	\$0.00	\$18,675.52
80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	60m	33	\$330.00	\$229.45	\$7,571.85	\$0.00	\$7,571.85
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		33	\$445.00	\$309.40	\$10,210.20	\$0.00	\$10,210.20
73314	1-BAY DOCK AXON CAMERA REFRESH TWO		33	\$465.00	\$323.31	\$10,669.23	\$0.00	\$10,669.23
80464	EXT WARRANTY, CAMERA (TAP)	60m	1	\$700.20	\$486.84	\$486.84	\$0.00	\$486.84
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		66	\$1.00	\$0.70	\$46.20	\$0.00	\$46.20
20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND		2	\$84.24	\$58.57	\$117.14	\$0.00	\$117.14
20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND		31	\$84.24	\$58.57	\$1,815.67	\$0.00	\$1,815.67
20248	TASER 7 EVIDENCE.COM LICENSE	60m	33	\$300.00	\$208.59	\$6,883.47	\$0.00	\$6,883.47
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		99	\$38.95	\$27.08	\$2,680.92	\$0.00	\$2,680.92
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		99	\$38.95	\$27.08	\$2,680.92	\$0.00	\$2,680.92
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		33	\$1,810.00	\$1,064.54	\$35,129.82	\$0.00	\$35,129.82
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		33	\$50.23	\$34.92	\$1,152.36	\$0.00	\$1,152.36
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		33	\$50.23	\$34.92	\$1,152.36	\$0.00	\$1,152.36
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73682	AUTO TAGGING LICENSE	60m	33	\$540.00	\$375.46	\$12,390.18	\$0.00	\$12,390.18
73449	RESPOND DEVICE LICENSE	60m	33	\$300.00	\$208.59	\$6,883.47	\$0.00	\$6,883.47
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	60m	99	\$24.00	\$16.69	\$1,652.31	\$0.00	\$1,652.31
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60m	33	\$1,440.00	\$1,001.22	\$33,040.26	\$0.00	\$33,040.26
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60m	33	\$2,340.00	\$1,244.43	\$41,066.19	\$0.00	\$41,066.19
20248	TASER 7 EVIDENCE.COM LICENSE	60m	1	\$300.00	\$208.59	\$208.59	\$0.00	\$208.59
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	49m	1	\$322.42	\$224.18	\$224.18	\$0.00	\$224.18
80374	EXT WARRANTY, TASER 7 BATTERY PACK	49m	39	\$21.56	\$14.99	\$584.61	\$0.00	\$584.61

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	\$157.95	\$109.82	\$109.82	\$0.00	\$109.82
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		1	\$1,810.00	\$1,258.48	\$1,258.48	\$0.00	\$1,258.48
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	\$78.98	\$54.91	\$54.91	\$0.00	\$54.91
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		66	\$38.95	\$27.08	\$1,787.28	\$0.00	\$1,787.28
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		66	\$38.95	\$27.08	\$1,787.28	\$0.00	\$1,787.28
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		66	\$38.95	\$27.08	\$1,787.28	\$0.00	\$1,787.28
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		66	\$38.95	\$27.08	\$1,787.28	\$0.00	\$1,787.28
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		66	\$38.95	\$27.08	\$1,787.28	\$0.00	\$1,787.28
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		66	\$38.95	\$27.08	\$1,787.28	\$0.00	\$1,787.28
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		66	\$38.95	\$27.08	\$1,787.28	\$0.00	\$1,787.28
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		66	\$38.95	\$27.08	\$1,787.28	\$0.00	\$1,787.28
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		66	\$38.95	\$27.08	\$1,787.28	\$0.00	\$1,787.28
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		66	\$38.95	\$27.08	\$1,787.28	\$0.00	\$1,787.28
20018	TASER 7 BATTERY PACK, TACTICAL		39	\$90.56	\$62.97	\$2,455.83	\$0.00	\$2,455.83
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		66	\$38.95	\$27.08	\$1,787.28	\$0.00	\$1,787.28
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		66	\$38.95	\$27.08	\$1,787.28	\$0.00	\$1,787.28
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		66	\$38.95	\$27.08	\$1,787.28	\$0.00	\$1,787.28
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		66	\$38.95	\$27.08	\$1,787.28	\$0.00	\$1,787.28
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	60m	33	\$150.00	\$104.29	\$3,441.57	\$0.00	\$3,441.57
74200	TASER 7 6-BAY DOCK AND CORE		1	\$1,500.00	\$1,042.94	\$1,042.94	\$0.00	\$1,042.94
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	\$43.90	\$30.52	\$30.52	\$0.00	\$30.52
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		1	\$10.45	\$7.27	\$7.27	\$0.00	\$7.27
80395	EXT WARRANTY, TASER 7 HANDLE	49m	33	\$322.42	\$224.18	\$7,397.94	\$0.00	\$7,397.94
80395	EXT WARRANTY, TASER 7 HANDLE	49m	1	\$322.42	\$224.18	\$224.18	\$0.00	\$224.18
<b>Pro License Bundle</b>								
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	60m	18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60m	6	\$2,340.00	\$2,340.00	\$14,040.00	\$0.00	\$14,040.00
<b>AB3 Camera Bundle</b>								
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		3	\$699.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Individual Items</b>								
80395	EXT WARRANTY, TASER 7 HANDLE	49m	1	\$322.42	\$0.00	\$0.00	\$0.00	\$0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		1	\$1,810.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>						<b>\$296,568.64</b>	<b>\$0.00</b>	<b>\$296,568.64</b>



## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Core+ Renewal	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	33	10/01/2022
2021 Core+ Renewal	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	10/01/2022
2021 Core+ Renewal	20018	TASER 7 BATTERY PACK, TACTICAL	39	10/01/2022
2021 Core+ Renewal	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	31	10/01/2022
2021 Core+ Renewal	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	2	10/01/2022
2021 Core+ Renewal	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	99	10/01/2022
2021 Core+ Renewal	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	10/01/2022
2021 Core+ Renewal	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	99	10/01/2022
2021 Core+ Renewal	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	10/01/2022
2021 Core+ Renewal	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	66	10/01/2022
2021 Core+ Renewal	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	66	10/01/2022
2021 Core+ Renewal	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	33	10/01/2022
2021 Core+ Renewal	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	33	10/01/2022
2021 Core+ Renewal	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	10/01/2022
2021 Core+ Renewal	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	10/01/2022
2021 Core+ Renewal	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	66	10/01/2022
2021 Core+ Renewal	74200	TASER 7 6-BAY DOCK AND CORE	1	10/01/2022
2021 Core+ Renewal	75015	SIGNAL SIDEARM KIT	33	10/01/2022
2021 Core+ Renewal	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	10/01/2022
2021 Core+ Renewal	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	10/01/2022
AB3 1-Bay Dock Bundle	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	33	10/01/2022
AB3 1-Bay Dock Bundle	74211	AXON BODY 3 - 1 BAY DOCK	33	10/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	37	10/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	33	10/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	3	10/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	10/01/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	37	10/01/2022
A la Carte	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	10/01/2022
2021 Core+ Renewal	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	10/01/2023
2021 Core+ Renewal	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	10/01/2023
2021 Core+ Renewal	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	10/01/2024
2021 Core+ Renewal	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	10/01/2024
2021 Core+ Renewal	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	66	10/01/2024
2021 Core+ Renewal	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	66	10/01/2024
2021 Core+ Renewal	73309	AXON CAMERA REFRESH ONE	34	04/01/2025
2021 Core+ Renewal	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	33	04/01/2025
2021 Core+ Renewal	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	10/01/2025
2021 Core+ Renewal	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	10/01/2025
2021 Core+ Renewal	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	10/01/2026
2021 Core+ Renewal	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	10/01/2026
2021 Core+ Renewal	73310	AXON CAMERA REFRESH TWO	34	10/01/2027
2021 Core+ Renewal	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	33	10/01/2027

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Core+ Renewal	20248	TASER 7 EVIDENCE.COM LICENSE	33	11/01/2022	10/31/2027
2021 Core+ Renewal	20248	TASER 7 EVIDENCE.COM LICENSE	1	11/01/2022	10/31/2027
2021 Core+ Renewal	73449	RESPOND DEVICE LICENSE	33	11/01/2022	10/31/2027
2021 Core+ Renewal	73682	AUTO TAGGING LICENSE	33	11/01/2022	10/31/2027
2021 Core+ Renewal	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	99	11/01/2022	10/31/2027
2021 Core+ Renewal	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	33	11/01/2022	10/31/2027
2021 Core+ Renewal	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	11/01/2022	10/31/2027
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	18	11/01/2022	10/31/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	6	11/01/2022	10/31/2027

## Services

Bundle	Item	Description	QTY
2021 Core+ Renewal	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Core+ Renewal	80464	EXT WARRANTY, CAMERA (TAP)	33	11/01/2022	10/31/2027
2021 Core+ Renewal	80464	EXT WARRANTY, CAMERA (TAP)	1	11/01/2022	10/31/2027
2021 Core+ Renewal	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	33	11/01/2022	10/31/2027
2021 Core+ Renewal	80374	EXT WARRANTY, TASER 7 BATTERY PACK	39	10/01/2023	10/31/2027
2021 Core+ Renewal	80395	EXT WARRANTY, TASER 7 HANDLE	33	10/01/2023	10/31/2027
2021 Core+ Renewal	80395	EXT WARRANTY, TASER 7 HANDLE	1	10/01/2023	10/31/2027
2021 Core+ Renewal	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	10/01/2023	10/31/2027
A la Carte	80395	EXT WARRANTY, TASER 7 HANDLE	1	10/01/2023	10/31/2027

## Payment Details

Oct 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	37	\$0.00	\$0.00	\$0.00
Year 1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	33	\$7,025.98	\$0.00	\$7,025.98
Year 1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$0.00	\$0.00	\$0.00
Year 1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$251.68	\$0.00	\$251.68
Year 1	20018	TASER 7 BATTERY PACK, TACTICAL	39	\$491.15	\$0.00	\$491.15
Year 1	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	31	\$363.15	\$0.00	\$363.15
Year 1	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	2	\$23.42	\$0.00	\$23.42
Year 1	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	33	\$688.33	\$0.00	\$688.33
Year 1	20248	TASER 7 EVIDENCE.COM LICENSE	33	\$1,376.71	\$0.00	\$1,376.71
Year 1	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$41.71	\$0.00	\$41.71
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	99	\$536.20	\$0.00	\$536.20
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.44	\$0.00	\$357.44
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.44	\$0.00	\$357.44
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.44	\$0.00	\$357.44
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.44	\$0.00	\$357.44
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.44	\$0.00	\$357.44
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	99	\$536.20	\$0.00	\$536.20
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.44	\$0.00	\$357.44
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.44	\$0.00	\$357.44
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.44	\$0.00	\$357.44
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.44	\$0.00	\$357.44
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.44	\$0.00	\$357.44
Year 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	66	\$357.44	\$0.00	\$357.44
Year 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	66	\$357.44	\$0.00	\$357.44
Year 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	66	\$357.44	\$0.00	\$357.44
Year 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	66	\$357.44	\$0.00	\$357.44
Year 1	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	33	\$230.48	\$0.00	\$230.48
Year 1	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	33	\$230.48	\$0.00	\$230.48
Year 1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$6.12	\$0.00	\$6.12
Year 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$1.47	\$0.00	\$1.47
Year 1	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	66	\$9.24	\$0.00	\$9.24
Year 1	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	33	\$0.00	\$0.00	\$0.00
Year 1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	33	\$0.00	\$0.00	\$0.00
Year 1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	3	\$0.00	\$0.00	\$0.00
Year 1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Year 1	73309	AXON CAMERA REFRESH ONE	34	\$3,569.60	\$0.00	\$3,569.60
Year 1	73310	AXON CAMERA REFRESH TWO	34	\$3,735.12	\$0.00	\$3,735.12
Year 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	33	\$2,042.04	\$0.00	\$2,042.04
Year 1	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	33	\$2,133.83	\$0.00	\$2,133.83
Year 1	73449	RESPOND DEVICE LICENSE	33	\$1,376.71	\$0.00	\$1,376.71
Year 1	73682	AUTO TAGGING LICENSE	33	\$2,478.02	\$0.00	\$2,478.02
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	99	\$330.47	\$0.00	\$330.47
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	18	\$0.00	\$0.00	\$0.00



**Oct 2022**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	33	\$6,608.06	\$0.00	\$6,608.06
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	\$8,213.23	\$0.00	\$8,213.23
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	6	\$2,808.00	\$0.00	\$2,808.00
Year 1	74028	WING CLIP MOUNT, AXON RAPIDLOCK	37	\$0.00	\$0.00	\$0.00
Year 1	74200	TASER 7 6-BAY DOCK AND CORE	1	\$208.58	\$0.00	\$208.58
Year 1	74211	AXON BODY 3 - 1 BAY DOCK	33	\$1,306.80	\$0.00	\$1,306.80
Year 1	75015	SIGNAL SIDEARM KIT	33	\$1,142.65	\$0.00	\$1,142.65
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 1	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$21.98	\$0.00	\$21.98
Year 1	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$10.99	\$0.00	\$10.99
Year 1	80374	EXT WARRANTY, TASER 7 BATTERY PACK	39	\$116.93	\$0.00	\$116.93
Year 1	80395	EXT WARRANTY, TASER 7 HANDLE	33	\$1,479.58	\$0.00	\$1,479.58
Year 1	80395	EXT WARRANTY, TASER 7 HANDLE	1	\$0.00	\$0.00	\$0.00
Year 1	80395	EXT WARRANTY, TASER 7 HANDLE	1	\$44.82	\$0.00	\$44.82
Year 1	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$44.82	\$0.00	\$44.82
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	33	\$3,213.16	\$0.00	\$3,213.16
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	1	\$97.36	\$0.00	\$97.36
Year 1	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	33	\$1,514.37	\$0.00	\$1,514.37
Year 1	CoreBWCRenewal	2021 Core BWC Renewal	33	\$0.00	\$0.00	\$0.00
Year 1	T7Cert	2021 Taser 7 Certification Bundle	33	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$59,313.60</b>	<b>\$0.00</b>	<b>\$59,313.60</b>

**Oct 2023**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	37	\$0.00	\$0.00	\$0.00
Year 2	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	33	\$7,025.96	\$0.00	\$7,025.96
Year 2	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$0.00	\$0.00	\$0.00
Year 2	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$251.70	\$0.00	\$251.70
Year 2	20018	TASER 7 BATTERY PACK, TACTICAL	39	\$491.17	\$0.00	\$491.17
Year 2	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	31	\$363.13	\$0.00	\$363.13
Year 2	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	2	\$23.43	\$0.00	\$23.43
Year 2	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	33	\$688.31	\$0.00	\$688.31
Year 2	20248	TASER 7 EVIDENCE.COM LICENSE	33	\$1,376.69	\$0.00	\$1,376.69
Year 2	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$41.72	\$0.00	\$41.72
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	99	\$536.18	\$0.00	\$536.18
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	99	\$536.18	\$0.00	\$536.18
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46

# Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	66	\$357.46	\$0.00	\$357.46
Year 2	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	66	\$357.46	\$0.00	\$357.46
Year 2	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	66	\$357.46	\$0.00	\$357.46
Year 2	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	66	\$357.46	\$0.00	\$357.46
Year 2	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	33	\$230.47	\$0.00	\$230.47
Year 2	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	33	\$230.47	\$0.00	\$230.47
Year 2	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$6.10	\$0.00	\$6.10
Year 2	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$1.45	\$0.00	\$1.45
Year 2	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	66	\$9.24	\$0.00	\$9.24
Year 2	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	33	\$0.00	\$0.00	\$0.00
Year 2	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	33	\$0.00	\$0.00	\$0.00
Year 2	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	3	\$0.00	\$0.00	\$0.00
Year 2	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Year 2	73309	AXON CAMERA REFRESH ONE	34	\$3,569.59	\$0.00	\$3,569.59
Year 2	73310	AXON CAMERA REFRESH TWO	34	\$3,735.10	\$0.00	\$3,735.10
Year 2	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	33	\$2,042.04	\$0.00	\$2,042.04
Year 2	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	33	\$2,133.85	\$0.00	\$2,133.85
Year 2	73449	RESPOND DEVICE LICENSE	33	\$1,376.69	\$0.00	\$1,376.69
Year 2	73682	AUTO TAGGING LICENSE	33	\$2,478.04	\$0.00	\$2,478.04
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	99	\$330.46	\$0.00	\$330.46
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	18	\$0.00	\$0.00	\$0.00
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	33	\$6,608.05	\$0.00	\$6,608.05
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	\$8,213.24	\$0.00	\$8,213.24
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	6	\$2,808.00	\$0.00	\$2,808.00
Year 2	74028	WING CLIP MOUNT, AXON RAPIDLOCK	37	\$0.00	\$0.00	\$0.00
Year 2	74200	TASER 7 6-BAY DOCK AND CORE	1	\$208.59	\$0.00	\$208.59
Year 2	74211	AXON BODY 3 - 1 BAY DOCK	33	\$1,306.80	\$0.00	\$1,306.80
Year 2	75015	SIGNAL SIDEARM KIT	33	\$1,142.66	\$0.00	\$1,142.66
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 2	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$21.96	\$0.00	\$21.96
Year 2	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$10.98	\$0.00	\$10.98
Year 2	80374	EXT WARRANTY, TASER 7 BATTERY PACK	39	\$116.92	\$0.00	\$116.92
Year 2	80395	EXT WARRANTY, TASER 7 HANDLE	33	\$1,479.59	\$0.00	\$1,479.59
Year 2	80395	EXT WARRANTY, TASER 7 HANDLE	1	\$0.00	\$0.00	\$0.00
Year 2	80395	EXT WARRANTY, TASER 7 HANDLE	1	\$44.84	\$0.00	\$44.84
Year 2	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$44.84	\$0.00	\$44.84
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	33	\$3,213.14	\$0.00	\$3,213.14
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	1	\$97.37	\$0.00	\$97.37
Year 2	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	33	\$1,514.37	\$0.00	\$1,514.37
Year 2	CoreBWCRenewal	2021 Core BWC Renewal	33	\$0.00	\$0.00	\$0.00
Year 2	T7Cert	2021 Taser 7 Certification Bundle	33	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$59,313.76</b>	<b>\$0.00</b>	<b>\$59,313.76</b>

# Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	37	\$0.00	\$0.00	\$0.00



Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	33	\$7,025.96	\$0.00	\$7,025.96
Year 3	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$0.00	\$0.00	\$0.00
Year 3	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$251.70	\$0.00	\$251.70
Year 3	20018	TASER 7 BATTERY PACK, TACTICAL	39	\$491.17	\$0.00	\$491.17
Year 3	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	31	\$363.13	\$0.00	\$363.13
Year 3	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	2	\$23.43	\$0.00	\$23.43
Year 3	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	33	\$688.31	\$0.00	\$688.31
Year 3	20248	TASER 7 EVIDENCE.COM LICENSE	33	\$1,376.69	\$0.00	\$1,376.69
Year 3	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$41.72	\$0.00	\$41.72
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	99	\$536.18	\$0.00	\$536.18
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	99	\$536.18	\$0.00	\$536.18
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 3	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	66	\$357.46	\$0.00	\$357.46
Year 3	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	66	\$357.46	\$0.00	\$357.46
Year 3	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	66	\$357.46	\$0.00	\$357.46
Year 3	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	66	\$357.46	\$0.00	\$357.46
Year 3	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	33	\$230.47	\$0.00	\$230.47
Year 3	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	33	\$230.47	\$0.00	\$230.47
Year 3	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$6.10	\$0.00	\$6.10
Year 3	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$1.45	\$0.00	\$1.45
Year 3	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	66	\$9.24	\$0.00	\$9.24
Year 3	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	33	\$0.00	\$0.00	\$0.00
Year 3	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	33	\$0.00	\$0.00	\$0.00
Year 3	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	3	\$0.00	\$0.00	\$0.00
Year 3	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Year 3	73309	AXON CAMERA REFRESH ONE	34	\$3,569.59	\$0.00	\$3,569.59
Year 3	73310	AXON CAMERA REFRESH TWO	34	\$3,735.10	\$0.00	\$3,735.10
Year 3	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	33	\$2,042.04	\$0.00	\$2,042.04
Year 3	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	33	\$2,133.85	\$0.00	\$2,133.85
Year 3	73449	RESPOND DEVICE LICENSE	33	\$1,376.69	\$0.00	\$1,376.69
Year 3	73682	AUTO TAGGING LICENSE	33	\$2,478.04	\$0.00	\$2,478.04
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	99	\$330.46	\$0.00	\$330.46
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	18	\$0.00	\$0.00	\$0.00
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	33	\$6,608.05	\$0.00	\$6,608.05
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	\$8,213.24	\$0.00	\$8,213.24
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	6	\$2,808.00	\$0.00	\$2,808.00
Year 3	74028	WING CLIP MOUNT, AXON RAPIDLOCK	37	\$0.00	\$0.00	\$0.00
Year 3	74200	TASER 7 6-BAY DOCK AND CORE	1	\$208.59	\$0.00	\$208.59

### Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	74211	AXON BODY 3 - 1 BAY DOCK	33	\$1,306.80	\$0.00	\$1,306.80
Year 3	75015	SIGNAL SIDEARM KIT	33	\$1,142.66	\$0.00	\$1,142.66
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 3	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$21.96	\$0.00	\$21.96
Year 3	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$10.98	\$0.00	\$10.98
Year 3	80374	EXT WARRANTY, TASER 7 BATTERY PACK	39	\$116.92	\$0.00	\$116.92
Year 3	80395	EXT WARRANTY, TASER 7 HANDLE	33	\$1,479.59	\$0.00	\$1,479.59
Year 3	80395	EXT WARRANTY, TASER 7 HANDLE	1	\$0.00	\$0.00	\$0.00
Year 3	80395	EXT WARRANTY, TASER 7 HANDLE	1	\$44.84	\$0.00	\$44.84
Year 3	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$44.84	\$0.00	\$44.84
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	33	\$3,213.14	\$0.00	\$3,213.14
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	1	\$97.37	\$0.00	\$97.37
Year 3	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	33	\$1,514.37	\$0.00	\$1,514.37
Year 3	CoreBWCRenewal	2021 Core BWC Renewal	33	\$0.00	\$0.00	\$0.00
Year 3	T7Cert	2021 Taser 7 Certification Bundle	33	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$59,313.76</b>	<b>\$0.00</b>	<b>\$59,313.76</b>

### Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	37	\$0.00	\$0.00	\$0.00
Year 4	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	33	\$7,025.96	\$0.00	\$7,025.96
Year 4	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$0.00	\$0.00	\$0.00
Year 4	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$251.70	\$0.00	\$251.70
Year 4	20018	TASER 7 BATTERY PACK, TACTICAL	39	\$491.17	\$0.00	\$491.17
Year 4	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	31	\$363.13	\$0.00	\$363.13
Year 4	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	2	\$23.43	\$0.00	\$23.43
Year 4	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	33	\$688.31	\$0.00	\$688.31
Year 4	20248	TASER 7 EVIDENCE.COM LICENSE	33	\$1,376.69	\$0.00	\$1,376.69
Year 4	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$41.72	\$0.00	\$41.72
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	99	\$536.18	\$0.00	\$536.18
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	99	\$536.18	\$0.00	\$536.18
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 4	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	66	\$357.46	\$0.00	\$357.46
Year 4	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	66	\$357.46	\$0.00	\$357.46
Year 4	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	66	\$357.46	\$0.00	\$357.46
Year 4	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	66	\$357.46	\$0.00	\$357.46
Year 4	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	33	\$230.47	\$0.00	\$230.47



# Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	33	\$230.47	\$0.00	\$230.47
Year 4	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$6.10	\$0.00	\$6.10
Year 4	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$1.45	\$0.00	\$1.45
Year 4	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	66	\$9.24	\$0.00	\$9.24
Year 4	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	33	\$0.00	\$0.00	\$0.00
Year 4	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	33	\$0.00	\$0.00	\$0.00
Year 4	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	3	\$0.00	\$0.00	\$0.00
Year 4	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Year 4	73309	AXON CAMERA REFRESH ONE	34	\$3,569.59	\$0.00	\$3,569.59
Year 4	73310	AXON CAMERA REFRESH TWO	34	\$3,735.10	\$0.00	\$3,735.10
Year 4	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	33	\$2,042.04	\$0.00	\$2,042.04
Year 4	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	33	\$2,133.85	\$0.00	\$2,133.85
Year 4	73449	RESPOND DEVICE LICENSE	33	\$1,376.69	\$0.00	\$1,376.69
Year 4	73682	AUTO TAGGING LICENSE	33	\$2,478.04	\$0.00	\$2,478.04
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	99	\$330.46	\$0.00	\$330.46
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	18	\$0.00	\$0.00	\$0.00
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	33	\$6,608.05	\$0.00	\$6,608.05
Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	\$8,213.24	\$0.00	\$8,213.24
Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	6	\$2,808.00	\$0.00	\$2,808.00
Year 4	74028	WING CLIP MOUNT, AXON RAPIDLOCK	37	\$0.00	\$0.00	\$0.00
Year 4	74200	TASER 7 6-BAY DOCK AND CORE	1	\$208.59	\$0.00	\$208.59
Year 4	74211	AXON BODY 3 - 1 BAY DOCK	33	\$1,306.80	\$0.00	\$1,306.80
Year 4	75015	SIGNAL SIDEARM KIT	33	\$1,142.66	\$0.00	\$1,142.66
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 4	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$21.96	\$0.00	\$21.96
Year 4	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$10.98	\$0.00	\$10.98
Year 4	80374	EXT WARRANTY, TASER 7 BATTERY PACK	39	\$116.92	\$0.00	\$116.92
Year 4	80395	EXT WARRANTY, TASER 7 HANDLE	33	\$1,479.59	\$0.00	\$1,479.59
Year 4	80395	EXT WARRANTY, TASER 7 HANDLE	1	\$0.00	\$0.00	\$0.00
Year 4	80395	EXT WARRANTY, TASER 7 HANDLE	1	\$44.84	\$0.00	\$44.84
Year 4	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$44.84	\$0.00	\$44.84
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	33	\$3,213.14	\$0.00	\$3,213.14
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	1	\$97.37	\$0.00	\$97.37
Year 4	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	33	\$1,514.37	\$0.00	\$1,514.37
Year 4	CoreBWCRenewal	2021 Core BWC Renewal	33	\$0.00	\$0.00	\$0.00
Year 4	T7Cert	2021 Taser 7 Certification Bundle	33	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$59,313.76</b>	<b>\$0.00</b>	<b>\$59,313.76</b>

# Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	37	\$0.00	\$0.00	\$0.00
Year 5	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	33	\$7,025.96	\$0.00	\$7,025.96
Year 5	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$0.00	\$0.00	\$0.00
Year 5	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$251.70	\$0.00	\$251.70
Year 5	20018	TASER 7 BATTERY PACK, TACTICAL	39	\$491.17	\$0.00	\$491.17
Year 5	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	31	\$363.13	\$0.00	\$363.13



## Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	2	\$23.43	\$0.00	\$23.43
Year 5	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	33	\$688.31	\$0.00	\$688.31
Year 5	20248	TASER 7 EVIDENCE.COM LICENSE	33	\$1,376.69	\$0.00	\$1,376.69
Year 5	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$41.72	\$0.00	\$41.72
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	99	\$536.18	\$0.00	\$536.18
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	99	\$536.18	\$0.00	\$536.18
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$357.46	\$0.00	\$357.46
Year 5	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	66	\$357.46	\$0.00	\$357.46
Year 5	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	66	\$357.46	\$0.00	\$357.46
Year 5	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	66	\$357.46	\$0.00	\$357.46
Year 5	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	66	\$357.46	\$0.00	\$357.46
Year 5	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	33	\$230.47	\$0.00	\$230.47
Year 5	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	33	\$230.47	\$0.00	\$230.47
Year 5	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$6.10	\$0.00	\$6.10
Year 5	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$1.45	\$0.00	\$1.45
Year 5	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	66	\$9.24	\$0.00	\$9.24
Year 5	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	33	\$0.00	\$0.00	\$0.00
Year 5	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	33	\$0.00	\$0.00	\$0.00
Year 5	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	3	\$0.00	\$0.00	\$0.00
Year 5	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Year 5	73309	AXON CAMERA REFRESH ONE	34	\$3,569.59	\$0.00	\$3,569.59
Year 5	73310	AXON CAMERA REFRESH TWO	34	\$3,735.10	\$0.00	\$3,735.10
Year 5	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	33	\$2,042.04	\$0.00	\$2,042.04
Year 5	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	33	\$2,133.85	\$0.00	\$2,133.85
Year 5	73449	RESPOND DEVICE LICENSE	33	\$1,376.69	\$0.00	\$1,376.69
Year 5	73682	AUTO TAGGING LICENSE	33	\$2,478.04	\$0.00	\$2,478.04
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	99	\$330.46	\$0.00	\$330.46
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	18	\$0.00	\$0.00	\$0.00
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	33	\$6,608.05	\$0.00	\$6,608.05
Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	\$8,213.24	\$0.00	\$8,213.24
Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	6	\$2,808.00	\$0.00	\$2,808.00
Year 5	74028	WING CLIP MOUNT, AXON RAPIDLOCK	37	\$0.00	\$0.00	\$0.00
Year 5	74200	TASER 7 6-BAY DOCK AND CORE	1	\$208.59	\$0.00	\$208.59
Year 5	74211	AXON BODY 3 - 1 BAY DOCK	33	\$1,306.80	\$0.00	\$1,306.80
Year 5	75015	SIGNAL SIDEARM KIT	33	\$1,142.66	\$0.00	\$1,142.66
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 5	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$21.96	\$0.00	\$21.96
Year 5	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$10.98	\$0.00	\$10.98

**Oct 2026**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80374	EXT WARRANTY, TASER 7 BATTERY PACK	39	\$116.92	\$0.00	\$116.92
Year 5	80395	EXT WARRANTY, TASER 7 HANDLE	33	\$1,479.59	\$0.00	\$1,479.59
Year 5	80395	EXT WARRANTY, TASER 7 HANDLE	1	\$0.00	\$0.00	\$0.00
Year 5	80395	EXT WARRANTY, TASER 7 HANDLE	1	\$44.84	\$0.00	\$44.84
Year 5	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$44.84	\$0.00	\$44.84
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	33	\$3,213.14	\$0.00	\$3,213.14
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	1	\$97.37	\$0.00	\$97.37
Year 5	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	33	\$1,514.37	\$0.00	\$1,514.37
Year 5	CoreBWCRenewal	2021 Core BWC Renewal	33	\$0.00	\$0.00	\$0.00
Year 5	T7Cert	2021 Taser 7 Certification Bundle	33	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$59,313.76</b>	<b>\$0.00</b>	<b>\$59,313.76</b>

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

## Exceptions to Standard Terms and Conditions

Agency has existing contract #00033744 (originated via Q-254002) and is terminating that contract upon the new license start date (11/01/2022) of this quote. The parties agree that Axon is granting a refund of \$12,624.12. This refund is based on a ship date range of 10/1/2022 - 10/15/2022, resulting in a 6/1/2022 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

---

Signature

7/19/2022

---

Date Signed





# VILLAGE OF KEY BISCAINE

## MEMORANDUM

*Village Council*  
**Michael W. Davey**, Mayor  
**Brett Moss**, Vice Mayor  
**Frank Caplan**  
**Luis Lauredo**  
**Allison McCormick**  
**Edward London**  
**Ignacio J. Seguro**

*Village Manager*  
**Steven C. Williamson**

DATE: July 26, 2022  
TO: Honorable Mayor and Councilmembers  
FROM: Steven C. Williamson, Village Manager  
RE: Village Security Camera Project and LPR Enhancement

### Recommendation

I recommend that the Council approve the proposed contract with Broadcast Systems, in an agreement not to exceed \$154,187.05 for the implementation of a Village Security Camera project and LPR enhancement (Exhibit A).

### Background:

During last year's budget preparations, the Village Administration began discussing and preparing a plan to implement a fully integrated village-wide security camera system. In January of 2022, the Village of Key Biscayne Police Department investigated an armed robbery. The incident led to citizens and elected officials expressing concern about security camera coverage throughout the Village. Direction was given during a council meeting to expedite the implementation of a village-wide security camera project. Police staff solicited bids and surveyed the entire village for security camera implementation and LPR enhancement. The police department received three bids/proposals from the following Bidders/Proposers:

1. Broadcast Systems (Exhibit A)
2. Integrated Security Systems (Exhibit B)
3. Vetted Security Solutions (Exhibit C)

Broadcast Systems, which is the recommended company, would offer the Village the following benefits:

- Existing vendor able to integrate the Community Center, Village Green Park, Fire, PD, and Village Hall cameras into one central server for observation
- Based out of Pompano Beach, Florida
- Company operates under an existing GSA contract allowing for future growth and coverage throughout the Village
- Current LPR vendor. They are replacing our four existing LPR at no cost to the Village.

Based on our review of the bids/proposals submitted, we have determined that Broadcast Systems is the lowest responsive and responsible bidder, and their bid prices are fair and reasonable. As





## VILLAGE OF KEY BISCAINE

such, it is recommended that the Village Manager award a contract in an amount not to exceed \$154,187.05 to Broadcast Systems.

### **Funding:**

Funding will originate from the Contract Facility Management” line item in the FY21/22 Budget.

Budget Line	Item	FY21-22 Budgeted	FY21-22 Available
	Contract Facility Mgt	\$154, 187.05	\$154, 187.05

*Reviewed by Mr. Joseph R. Natiello and Mr. Roger Pou from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.*

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF SECURITY CAMERAS FOR VILLAGE FACILITIES FROM ER TECH SYSTEMS INC. D/B/A BROADCAST SYSTEMS IN AN AMOUNT NOT TO EXCEED \$154,107.85; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Key Biscayne ("Village") is in need of security cameras and related installation services for upgrades to the security camera systems at Village Hall, the Community Center, Village Green Park, the Police Department, and the Fire Rescue Department (the "Security Cameras"); and

**WHEREAS**, the type of purchase contemplated by the Village has been competitively bid by the U.S. General Services Administration (GSA), which has entered into GSA Contract No. GS-07F-173GA (the "GSA Contract") with ER Tech Systems Group Inc. d/b/a Broadcast Systems (the "Vendor"); and

**WHEREAS**, in accordance with Section 2-86 of the Village's Code of Ordinances, the Village Council seeks to authorize the Village Manager to purchase the Security Cameras from the Vendor in an amount not to exceed \$154,107.85, consistent with the GSA Contract and the Vendor's quote, attached hereto as Exhibit "A" (the "Quote"), as the pricing offered pursuant to the GSA Contract is in the Village's best interest; and

**WHEREAS**, the Village Council finds that this Resolution is in the best interest and welfare of the citizens of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:**

**Section 1.**      **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.**      **Approval of Purchase.** The Village Council hereby approves the purchase of the Security Cameras from the Vendor.

**Section 3.**      **Authorization for Purchase of Security Cameras.** The Village Council

hereby authorizes the Village Manager to purchase the Security Cameras consistent with the terms and conditions of the GSA Contract and the Quote attached hereto as Exhibit "A," in an amount not to exceed \$154,107.85.

**Section 4. Implementation.** The Village Council hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

**Section 5. Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MICHAEL W. DAVEY, MAYOR

ATTEST:

\_\_\_\_\_  
JOCELYN B. KOCH  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY



# EXHIBIT "A"

## Estimate

Date	Estimate #
6/1/2022	4865

Estimate Valid For:
30 Days

### Name / Address

### Project Site

Village of Key Biscayne Police Department  
88 W. McIntyre Street  
Key Biscayne, FL 33149

Item	Description	Qty	Rate	Total
HD-NVR4-PRM-192TB-NA	City Hall and Police GSA Contract # GS-07F-173GA HD NVR4 PRM 192TB 2U Rack Mnt, Windows Server 2016	1	54,960.78	54,960.78T
ACC7-ENT	ACC 7 Enterprise camera channel	18	232.75	4,189.50T
ACC7-ENT-VER-UPG	ACC 5 or ACC 6 to ACC 7 Enterprise Edition Version Upgrade license	28	24.08	674.24T
Master Tech (GSA)	Master Technician (GSA)	8	110.83	886.64
System Design Engineer(G...	System Design Engineer (GSA)	24	110.83	2,659.92
Project manager (GSA)	Project manager (GSA)	4	110.83	443.32
	Subtotal			63,814.40
ACC7-ENT	Community Center GSA Contract # GS-07F-173GA ACC 7 Enterprise camera channel	44	232.75	10,241.00T
Master Tech (GSA)	Master Technician (GSA)	4	110.83	443.32
System Design Engineer(G...	System Design Engineer (GSA)	16	110.83	1,773.28
Project manager (GSA)	Project manager (GSA)	4	110.83	443.32
	Subtotal			12,900.92
ACC7-ENT-VER-UPG	Fire Department GSA Contract # GS-07F-173GA ACC 5 or ACC 6 to ACC 7 Enterprise Edition Version Upgrade license	20	24.08	481.60T
Master Tech (GSA)	Master Technician (GSA)	8	110.83	886.64
System Design Engineer(G...	System Design Engineer (GSA)	8	110.83	886.64
Project manager (GSA)	Project manager (GSA)	2	110.83	221.66
	Subtotal			2,476.54

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforeseen price increases, discontinued products or additional labor and materials which may be required should problems arise.

Phone #	E-mail	Follow us on Instagram Broadcast_Systems
(561) 578-4964	admin@broadcastsystemsinc.com	

**BROADCAST  
SYSTEMS**

290 SW 12th Ave., Suite 1  
Pompano Beach, FL 33069  
EC13009779

# Estimate

Date	Estimate #
6/1/2022	4865

Estimate Valid For:

30 Days

**Name / Address**

Village of Key Biscayne Police Department  
88 W. McIntyre Street  
Key Biscayne, FL 33149

**Project Site**

Item	Description	Qty	Rate	Total
	Village Green Park			
	GSA Contract # GS-07F-173GA			
15C-H4A-3MH-180	3x 5 MP; WDR; LightCatcher; 4mm; Camera Only	1	1,433.38	1,433.38T
2.0C-H5A-PTZ-DP36	H5A; 2MP 36x Pendant PTZ Dome	2	2,118.95	4,237.90T
ACC7-ENT	ACC 7 Enterprise camera channel	3	232.75	698.25T
Master Tech (GSA)	Master Technician (GSA)	120	110.83	13,299.60
Project manager (GSA)	Project manager (GSA)	24	110.83	2,659.92
System Design Engineer(G...	System Design Engineer (GSA)	24	110.83	2,659.92
	Subtotal			24,988.97
	Open Market items			
IRPTZ-MNT-WALL1	Pedant wVideo mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	3	105.76	317.28T
H4AMH-AD-PEND1	Outdoor pendant mount adapter; must order one of IRPTZ-MNT-Wall1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.	3	178.11	534.33T
H4AMH-AD-IRIL1	Optional IR illuminator ring; up to 30m (100ft); for use with H4AMH-DO-COVR1.	1	367.36	367.36T
H4AMH-DO-COVR1	Outdoor Dome Cover for H4 Multisensor	2	178.11	356.22T
H4-MT-CRNR1	Corner mount adapter for use with H4A-MT-Wall1; H4-BO-JBOX1; H4SL; H4F; H4 PTZ; H4 IR PTZ and H4 Multisensor cameras.	1	80.15	80.15T
H4-MT-POLE1	Pole mount adapter for use with H4A-MT-Wall1; H4-BO-JBOX1; H4SL; H4F; H4 PTZ; H4 IR PTZ and H4 Multisensor cameras.	3	80.15	240.45T

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**BROADCAST  
SYSTEMS**

290 SW 12th Ave., Suite 1  
Pompano Beach, FL 33069  
EC13009779

# Estimate

Date	Estimate #
6/1/2022	4865

Estimate Valid For:

30 Days

**Name / Address****Project Site**

Village of Key Biscayne Police Department  
88 W. McIntyre Street  
Key Biscayne, FL 33149

Item	Description	Qty	Rate	Total
POE-INJ-BT-60W-NA	Indoor single port Gigabit PoE++ 60W; 802.3bt compliant; North American power cord included. May be used in USA; Canada; European Union; Australia; New Zealand and UK. Temperature range of the PoE injector is -10C to +40C (14 °F to 104 °F). Compatible only with cameras requiring the 802.3bt PoE ++ standard.	11	166.98	1,836.78T
Miscellaneous	UNBT point to Point Radios GHZ, access points, and air fiber	1	9,630.25	9,630.25T
Miscellaneous	LMP-0702G-SFP-V2, din rail, SDR-240-48	6	945.00	5,670.00T
Miscellaneous	Surge Suppressor	5	129.00	645.00T
Miscellaneous	Powder Coated Aluminum pole with grounding kit	1	750.00	750.00T
Miscellaneous	Conduit, shielded cable, and other instalation materials	1	8,200.00	8,200.00T
Miscellaneous	LCOM enclosure with battery back up	6	755.00	4,530.00T
Miscellaneous	Locking enclosure with battery	1	1,250.00	1,250.00T
	Subtotal			34,407.82
	LPR enclosure clean up			
	GSA Contract # GS-07F-173GA			
Master Tech (GSA)	Master Technician (GSA)	32	110.83	3,546.56
Project manager (GSA)	Project manager (GSA)	8	110.83	886.64
	Subtotal			4,433.20
	OPEN MARKET ITEMS			
Miscellaneous	Hoffman Enclosure AC unit	2	3,575.00	7,150.00T

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforeseen price increases, discontinued products or additional labor and materials which may be required should problems arise.

Phone #	E-mail	Follow us on Instagram Broadcast_Systems
(561) 578-4964	admin@broadcastsystemsinc.com	



# BROADCAST SYSTEMS

290 SW 12th Ave., Suite 1  
Pompano Beach, FL 33069  
EC13009779

## Estimate

Date	Estimate #
6/1/2022	4865

Estimate Valid For:

30 Days

### Name / Address

Village of Key Biscayne Police Department  
88 W. McIntyre Street  
Key Biscayne, FL 33149

### Project Site

Item	Description	Qty	Rate	Total
Miscellaneous	LCOM 30x24x11 UL Listed Fiberglass Reinf Polyester FRP Weatherproof Outdoor IP66 NEMA 4 Enclosure, Kit Bundled w/ Blank Aluminum Mount Plate Gray	2	1,518.00	3,036.00T
Miscellaneous	Instalation materials	2	450.00	900.00T
	Subtotal			11,086.00
	Note: Replace the main enclosure coming in the village and the Mashta Bridge. Clean up the enclosure leaving the village: Replace with insite provided cameras mashta bridge and village exit.			
This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforeseen price increases, discontinued products or additional labor and materials which may be required should problems arise.		<b>Subtotal</b> \$154,107.85		
		<b>Sales Tax (0.0%)</b> \$0.00		
<b>Phone #</b>	<b>E-mail</b>	<b>Follow us on Instagram</b> <b>Broadcast_Systems</b>		
(561) 578-4964	admin@broadcastsystemsinc.com			
		<b>Total</b> \$154,107.85		



## EXHIBIT "B"



## KEY BISCAVNE POLICE DEPARTMENT

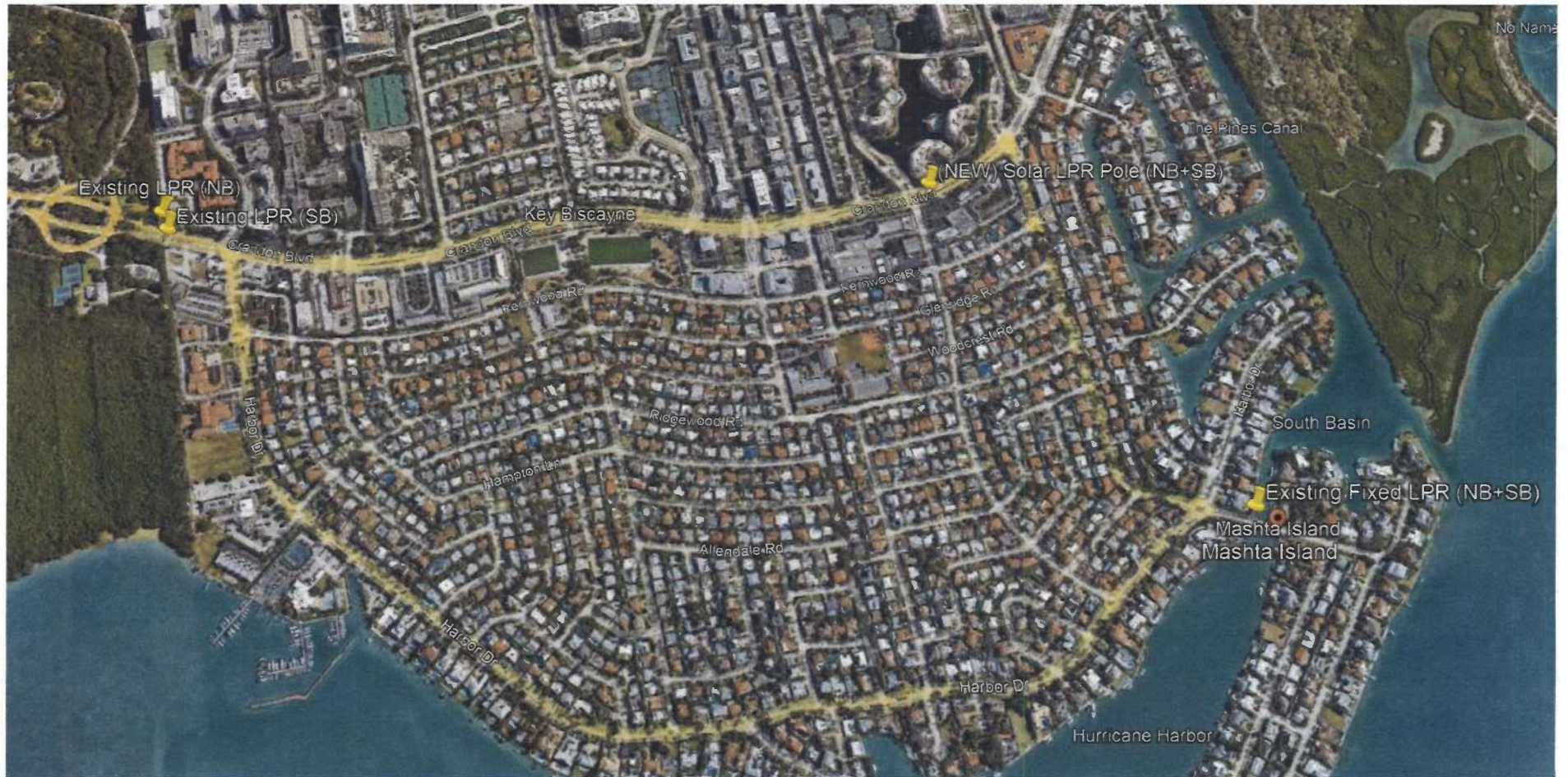
Ryan Bach  
(561) 685-7538  
rbach@vettedsecuritysolutions.com

JN:6294





## KBPD – LPR SITE OVERVIEW





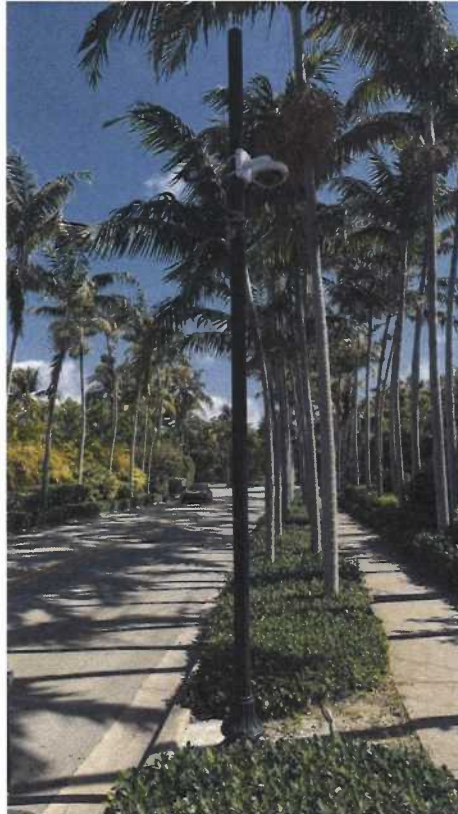


## BRIDGE @ MASHTA ISLAND / W. MASHTA DRIVE

Vetted will install a new two camera (25mm) fixed LPR system on the existing pole to capture the NB and SB lanes. The enclosure will be mounted in the natural area where the existing equipment is currently located. Existing 120v AC power will be used and connected to the new enclosure.

The existing LPR equipment will be decommissioned by KBPD. Vetted will remove the LPR equipment and provide it to KBPD.

The existing CCTV camera is to remain and is managed by KBPD. If any of the existing equipment is needed to support this camera, KBPD will advise Vetted on what should not be removed prior to the installation.



Existing LPR Pole







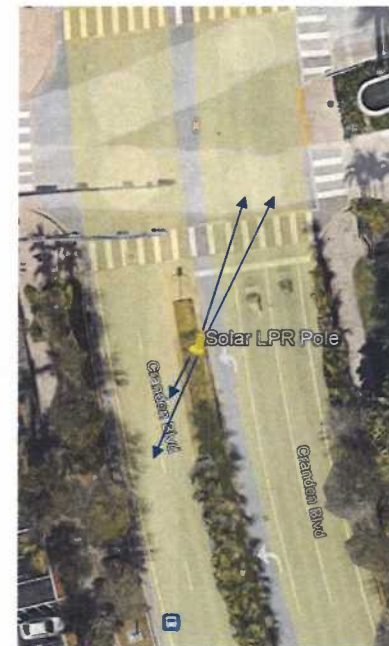
## WESTWOOD DR & CRANDON BLVD

Vetted will install a new solar LPR pole with two cameras (25mm) to capture the two NB (no turning lane) and two SB lanes. The solar LPR pole will provide considerable savings vs. having to install 120v electrical service into the median.

KBPD will need to coordinate an MOU with the county to utilize this location. Once the MOU is approved, KBPD will advise Vetted of the approval to proceed with this location.



Solar LPR Pole





## CRANDON BLVD (NB+SB) @ THE PANKEY INSTITUTE / ACROSS FROM THE VILLAGE WELCOME SIGN

Vetted will install a new two camera (25mm) fixed LPR system on the existing pole to capture the NB lanes. The enclosure will be mounted in the natural area where the existing equipment is currently located. Existing 120v AC power will be used and connected to the new enclosure

Vetted will install a new two camera (25mm) fixed LPR system on the existing pole to capture the SB lanes. The enclosure will be mounted in the natural area where the existing equipment is currently located. Existing 120v AC power will be used and connected to the new enclosure

The existing LPR equipment (NB+SB) will be decommissioned by KBPD. Vetted will remove the LPR equipment and provide it to KBPD.

The existing CCTV cameras are to remain on each pole and are managed by KBPD. If any of the existing equipment is needed to support this camera, KBPD will advise Vetted on what should not be removed prior to the installation.



Existing LPR Pole  
SB



Existing LPR Pole  
NB



## EXHIBIT "C"

		<b>Vetted Security Solutions</b> <b>4185 35th St N</b> <b>Saint Petersburg, FL 33714</b> <b>Office: (727) 440-3245</b>			
Purchaser:	Key Biscayne Police Department (FL)	Quote Expires On:	6/13/2022 12:00:00 AM		
Project Name:	Key Biscayne Police Department (FL) - Fixed LPR (4 Sites)	Quote Number	00005158		
Prepared For:	Frank Sousa Email: fsousa@kbpd.net Phone: (305) 365-5555 Mobile: 786-570-1405				

### ***PROJECT QUOTATION***

We at Vetted Solutions are pleased to quote the following systems for the above referenced project:

#### **Scope of Work:**

Vetted will install three new fixed LPR systems (2 cameras each) at the existing locations on customer provided poles and one new solar LPR powered system with 2 cameras. The quote assumes that 120v AC power is available at the three existing fixed LPR sites. New LTE modems are included in the communications enclosures as a part of the project, SIM cards with static IP addresses to be provided by Key Biscayne Police Department. The new solar LPR pole location will require an MOU with the county, to be coordinated and provided by Key Biscayne Police Department. The existing LPR equipment will be decommissioned by KBPD. Vetted will remove the LPR equipment and provide it to KBPD. The existing CCTV cameras will remain and are managed by KBPD. If any of the existing equipment is needed to support these cameras, KBPD will advise Vetted on what should not be removed, prior to the installation of any new equipment. Permitting fees and 811 locates are the responsibility of the owner and are not included.

Hardware				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
VSS-SOLAR-MAIN-2L5F	Solar 2L5F Main	1	\$20,540.95	\$20,540.95
VSS-LPR-Main-2L5F	2 Camera L5F Main Enclosure	3	\$14,723.97	\$44,171.91



Software				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
VSBSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for up to 14 total camera units	6	\$525.00	\$3,150.00
VSS-VVT-1-10-5	Vetted Virtual Technician for 1-10 Sensors (5 Year Subscription)	1	\$30,000.00	\$30,000.00
VS-IDP-01A	Investigative Data Platform - For up to 50 Sworn - Commercial Data and FaceSearch Access	1	\$7,750.00	\$7,750.00

Services				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
SSU-LN-COM	Vigilant System Start Up & Commissioning of Hosted/Managed LEARN or Client Portal Server Account	1	\$1,275.00	\$1,275.00
VSPTRNG	Vigilant Training	1	\$1,250.00	\$1,250.00
VSS-Marshalling	Marshalling	4	\$400.00	\$1,600.00
VSPTRVL-01	Travel Fees (Partner)	1	\$1,550.00	\$1,550.00
SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system	4	\$995.00	\$3,980.00
VSS-FixedInstall	Fixed Installation	4	\$1,950.00	\$7,800.00

Shipping				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
VS-SHP-03	Vigilant Shipping - Required per fixed camera	6	\$95.00	\$570.00
VSS-SHIPPING	Shipping – Solar Pole	1	\$650.00	\$650.00

Warranty				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
VSS-CDFS-4HWW	Fixed Camera LPR System - Extended Hardware Warranty - Year 2 through 5	6	\$2,100.00	\$12,600.00

<b>Hardware Cost:</b>		<b>\$64,712.86</b>
<b>Software Cost:</b>		<b>\$40,900.00</b>
<b>Services Cost:</b>		<b>\$17,455.00</b>
<b>Shipping Cost</b>		<b>\$1,220.00</b>
<b>Warranty Cost:</b>		<b>\$12,600.00</b>
<b>Extended Total Cost:</b>		<b>\$136,887.86</b>

**Proposal Notes:**

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. This Quote does not include anything outside the above stated bill of materials.
3. Complete system includes 1-year parts/labor warranty, extended warranty options are available.
4. The expected lead time for hardware and installation is 30-60 days.
5. Connectivity is assumed Cellular on department supplied cell card to the MDC for real time connectivity to LEARN database.
6. For all Investigative Data Platforms & Intelligence Lead Policing Commercial Data subscriptions fees increase annually by 4% each year.
7. **CLK fees are shown for budget purposes only. Please DO NOT issue PO to Vetted Security Solutions for renewals of CLK fees.**
8. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Vetted Security Solutions and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Vetted Security Solutions is required to pay any such tax, fee or charge, Purchaser shall reimburse Vetted Security Solutions therefor or, in lieu of such payment, Purchaser shall provide Vetted Security Solutions at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

**Quoted by: Ryan Bach**

**Phone: (561) 685-7538**

**Email: [rbach@vettedsecuritysolutions.com](mailto:rbach@vettedsecuritysolutions.com)**

	<b>Project Total: \$136,887.86</b>	
<b>Accepted By:</b>	<b>Date:</b>	<b>P.O#</b>

**Please email purchase order to:**

[insidesales@vettedsecuritysolutions.com](mailto:insidesales@vettedsecuritysolutions.com)



# VILLAGE OF KEY BISCAINE

*Village Council*

**Michael W. Davey, Mayor**

**Brett Moss, Vice Mayor**

**Frank Caplan**

**Luis Lauredo**

**Allison McCormick**

**Edward London**

**Ignacio J. Seguro**

*Village Manager*

**Steven C. Williamson**

## MEMORANDUM

DATE: July 26, 2022  
TO: Honorable Mayor and Councilmembers  
FROM: Steven C. Williamson, Village Manager  
RE: AECOM Work Orders #2A and 2B for Design of the K-8 Stormwater System Upgrade

### RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to execute two (2) work orders to AECOM Technical Services, Inc. ("AECOM") pursuant to the competitively awarded Design Criteria Professional Services of Stormwater Utility and Right-of-way improvements. The total fee for these services is an amount not to exceed \$625,249. Funding is allocated from the FY22 Adopted Budget, Capital Improvements Program, Stormwater Infrastructure Improvements line item.

### BACKGROUND

The Village is responsible for protecting people and property in the Village of Key Biscayne from harmful stormwater runoff. The Village's Stormwater System is a very capital-intensive enterprise, which requires continuous investment in extensive above and below-ground infrastructure. Continued investment in the drainage system is a prerequisite for the health and safety of the community it serves as well as economic growth and overall prosperity in the future. Advancing the design of the stormwater system upgrade is a critical core component of the Village of Key Biscayne Resiliency Program and addresses Tier 2 infrastructure improvements recommended in 2015 by EAC engineering group.

The Village selected AECOM to engineer capital improvements required to mitigate flood risk, ensure system reliability by replacing aging infrastructure and facilities, meet priorities, and increase the level of service at all measures where it is hampered by chronic flooding. To this purpose, the Village staff and AECOM negotiated the following two work orders to provide 30% design for the K-8 Elementary School portion of the drainage system (Work Order 2A, Exhibit "A") as well as an evaluation of probable cost for system wide upgrade (Work Order 2B, Exhibit "B"):

#### ***Work Order #2A:***

Scope of work includes but is not limited to development of the Basin of Design Report (30% design) based upon previously selected:



## VILLAGE OF KEY BISCAINE

- I. **Level of Service:** Keep roads passable for traffic (a. Ponding depth: 0-0.5 feet, b. Ponding duration: 6-12 hours, c. Ponding location: Swales)
- II. **Design Storm:** 10-year, 24-hour storm event (or 8 inches of rainfall within 24 hours)
- III. **Sea Level Rise Projection:** NOAA Intermediate High. AECOM will perform up to three (3) scenarios to achieve level of service for the project area and determine the parameters for detailed design.

The total fee for Work Order #2A is an amount not to exceed \$265,480.

### ***Work Order #2B:***

Scope of work includes but is not limited to updating the Village-wide stormwater numerical model to address deficiencies previously identified in AECOM Work Order #1 and then use that updated, unified and calibrated model to conduct three (3) Village-wide drainage alternative analyses to meet specific level of service previously selected by Council. AECOM will provide a comparative analysis of discharges, stages, flood depths and elevations, and determine the performance of each scenario against existing conditions. The analysis will also include a cost estimate for each scenario to achieve desired level of service. A phasing plan will be prepared to help the Village prioritize the order in which the proposed system upgrade projects should be constructed along with a Class 4 Opinion of Probable Construction Cost, as classified by the American Association of Cost Engineering (AACE), for each proposed drainage project. Per AACE criteria, a Class 4 Opinion of Probable Construction Cost is between 1% to 15% of project completion and is anticipated to be within a range of -30% below and +50% above the actual cost of construction.

The total fee for Work Order #2B is an amount not to exceed \$359,769.

The staff negotiated the manhours estimates for each subtask in both work orders and finds the estimates fair and reasonable. Overall schedule for both work orders is approximately 13 months from notice to proceed.

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.



**RESOLUTION NO. 2022- \_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO AECOM TECHNICAL SERVICES, INC. FOR THE DEVELOPMENT OF A BASIS OF DESIGN REPORT RELATING TO THE K-8 SCHOOL STORMWATER DRAINAGE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$265,480; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on October 9, 2019, the Village of Key Biscayne (“Village”) issued Request for Qualifications No. 2020-03 (“RFQ”) for design criteria professional services for stormwater utility and right-of-way improvements (the “Services”); and

**WHEREAS**, pursuant to the RFQ, the Village Council adopted Resolution No. 2020-10 on February 11, 2020, selecting AECOM Technical Services, Inc. (the “Consultant”) to provide the Services and authorizing the Village Manager to execute an agreement with Consultant; and

**WHEREAS**, the Village and the Consultant entered into a Professional Services Agreement for the Services pursuant to the RFQ (the “Agreement”); and

**WHEREAS**, the Consultant has provided a proposal, attached hereto as Exhibit “A” (the “Proposal”) to perform the Services for the development of a Basis of Design Report (30% Design) relating to the K-8 School Stormwater Drainage System Improvements Project (the “Project”); and

**WHEREAS**, the Village Council desires to authorize the Village Manager to issue a work order for the Project consistent with the Proposal attached hereto as Exhibit “A” and the Agreement in an amount not to exceed \$265,480; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE  
VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.**     **Authorization.** That the Village Council hereby authorizes the Village Manager to issue a work order for the Project consistent with the Proposal attached hereto as Exhibit "A" and the Agreement in an amount not to exceed \$265,480.

**Section 3.**     **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MICHAEL W. DAVEY, MAYOR

ATTEST:

\_\_\_\_\_  
JOCELYN B. KOCH  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY

May 6, 2022

Mr. Jake Ozyman, MSCM, PE, PMP, ENV SP, CFM  
Public Works Director  
Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne, FL 33149

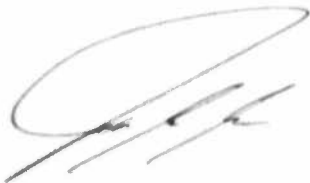
**Village of Key Biscayne Stormwater Program  
K-8 School Basis of Design Report (BODR)**

Dear Mr. Ozyman,

This proposal constitutes AECOM's scope of services to provide a Basis of Design Report (BODR) for stormwater drainage improvements surrounding the K-8 School. AECOM assumes this work will be authorized as a project under our Professional Service Agreement dated June 4, 2020, as a result of the Request for Qualifications No. 202003.

Attached is Exhibit A (Scope of Services) and Exhibit B (Compensation) for your review and approval. We are excited to be working with you on this very important project. Should you have any questions or need any additional information concerning this scope and fee, please contact me or Erik M. Alcantara, PE, PMP, ENV SP at 305-444-4691.

Sincerely,



Fernando A. Vazquez, PE  
Vice President – SER Water  
AECOM  
T: 305-444-4691  
M: 954-261-7188  
E: Fernando.Vazquez@aecom.com

**EXHIBIT A**  
**Scope of Services**  
**For the K-8 School Basis of Design Report (BODR)**

**Background** – The Village of Key Biscayne (Village) is requesting AECOM Technical Services, Inc. (AECOM) to provide a Basis of Design Report (BODR) for improvements surrounding the K-8 School. On February 8, 2022, the Village Council approved AECOM’s recommendations for level of service, design storm, and sea level rise projection. The approved recommendations include the following:

1. **Level of Service:** Keep roads passable for traffic.
  - a. **Ponding depth:** 0-0.5 feet
  - b. **Ponding duration:** 6-12 hours
  - c. **Ponding location:** Swales
2. **Design Storm:** 10-year, 24-hour storm event (or 8 inches of rainfall within 24 hours)
3. **Sea Level Rise Project:** NOAA Intermediate High

These recommendations will be implemented to prepare a BODR for the stormwater drainage improvements surrounding the K-8 School. The BODR will include street improvements within the vicinity of the school and along West McIntyre Drive to the proposed pump station located at Harbor Drive (between West McIntyre Drive and West Enid Drive), which will serve the immediate area as well as areas adjacent to the site for future needs. The street improvements will include green infrastructure and traffic calming and will be designed to the Village’s level of service requirements.

The following tasks are proposed to complete the BODR:

**Task 0001 - Project Management**

Effective project management is key to achieve success in any project; it includes project administration, project review meetings with the Village staff, project kick-off meeting, and project deliverable quality assurance and control (QA/QC) plan. The following services will be included:

1. General project administration, including project controls, team coordination, and timely communication with Village staff. Also, AECOM will monitor progress of work on a weekly basis to ensure compliance with the established schedule, budget, and work quality requirements. In addition, Village vendors and sub-consultant coordination is included in the project administration. A project duration of nine (9) months was used to estimate the labor effort for this task.
2. Due to the many elements that are needed to be reviewed and planned to produce the BODR, monthly meetings are proposed to coordinate with Village staff to ensure that information is being conveyed to each party to produce a successful plan. Monthly meetings will be held by conference call. AECOM will prepare meeting minutes and agendas for all the meetings and submit them to the Village. A project duration of nine (9) months was used to estimate the labor effort for this task.
3. Conducting a project kick-off meeting upon receipt of Notice to Proceed. AECOM will meet with Village staff to discuss the requirements and the information needed in order to develop the BODR. At this meeting, the Team will discuss several criteria to ensure that the project is following the Village’s standards. The following is a list of items to be considered before implementing the development of the documents:

- Pump Station Location – discuss location and site restrictions.
- Service Area – define the service area of the pump station.
- Discharge Location – discuss configuration and velocity limitations.
- Boundary Conditions – AECOM will implement the boundary conditions approved by the Village Council on February 8, 2022.
- Level of Service
  - Identify the design life span of the system.
  - Discuss operations and maintenance of the system.
  - Per the Village Council’s decision on February 8, 2022, the 10-year, 24-hour storm event will be used for drainage and roadway design.
- Existing Utilities/Future Utilities.
- Discuss best-value or price-based selection for contractors.

AECOM will prepare the agenda and the meeting minutes for the meeting. The minutes will be given to the Village within seven (7) days of the meeting and will be confirmed.

AECOM has planned for the ability to provide continuity in services throughout the COVID-19 pandemic with minimal project risk (schedule or cost) to the Village. We intend to seamlessly deliver on the project scope of work by leveraging our technical expertise, while maintaining our project delivery. As proposed, our project team will be available for in-person meetings or shift to a virtual consultation platform using Microsoft Teams meetings and delivery of formal and non-formal submittals.

#### **Task 0002 – Basis of Design Report**

Based on the information from the kick-off meeting, AECOM will utilize the information to prepare a Basis of Design Report. This report will support and provide the criteria in developing the Final Engineering Design and Construction documents. The following sub-tasks will be included in the basis of design report:

##### *Task 0002.001 – Design Drainage Report*

A basis of design drainage report will be prepared to establish the parameters for developing a detailed drainage design. AECOM will determine specifics on the estimated minimum pipe sizes and discharge rates needed to achieve the agreed upon level of service of the system.

Based on the information provided at the kick-off meeting, the AECOM team will utilize the information from the Technical Memorandum, Version 1, 5/13/2019 titled “Village of Key Biscayne Development of Road and Stormwater Design Criteria” prepared by GIT Consulting, LLC (GIT). The drainage basins and the modeling will be modified based on a proposed drainage area for the facility as well as the agreed upon boundary conditions as discussed at the kick-off meeting. After the evaluation, the parameters will be modified from GIT’s Technical Memorandum to reflect the agreed upon service area, discharge requirements, and the required level of service.

The following steps are proposed to be completed in coordination with AECOM’s “Alternative Analysis Drainage Assessment” task:

- Implement the service area for the proposed pump station.
- Implement the agreed upon level of service parameters for the proposed condition.
- Implement the agreed upon boundary condition.

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- Adjust pipe sizes and pump station discharge rates to achieve the level of service parameters.

For this task, AECOM will perform up to three (3) scenarios to achieve level of service for the project area and determine the parameters for detailed design. AECOM will be reviewing and working with GIT to achieve the best parameters.

AECOM will prepare a Design Drainage Report as a component of the Basis of Design Report. GIT will collaborate with AECOM to prepare the Design Drainage Report. The scope will address pump station location and configuration, service area of the pump station, discharge location and configuration of the force main to an outfall, agreed sea level rise projections, and boundary conditions. Analysis will be provided for the selected level of service and storm event used for drainage design and the roadway design.

The proposed modeling will be performed concurrently with AECOM's "Alternative Analysis Drainage Assessment" task. GIT will perform QA/QC and serve as an extension of AECOM's staff. GIT's existing model, which was developed in 2019, will be considered in the analysis. It is assumed that all work items listed above will be developed in collaboration with AECOM staff, and AECOM will provide coordination with the Village.

The work will consist of the following four (4) phases:

1. Review and modifications of the existing Hydrologic and Hydraulic (H&H) model, including:
  - a. Review of Village's GIS information along with the survey that the Village is obtaining from a Village vendor.
  - b. Review and adjust the domain of the existing model to account for proposed pump service area and level of service.
  - c. Review of basin delineation and stormwater infrastructure (including outfalls, drainage wells, piping, and pump stations) and provide adjustments, as needed.
  - d. Review of latest LIDAR topography within selected model domain, determine flow patterns based on topography, revise stage storage relations if sub-basins and service areas need to be modified, revise outfall configuration.
  - e. Provide initial model simulations for selected design events and selected level of service.
  - f. Identify flow patterns which contribute to flooding and quantify the impact from adjacent areas and determine flood elevations.
  - g. A summary of revisions, initial design event simulations and flood depth maps which show discharges, stages, locations which experience flooding, potential flood elevations for selected storm events, flood duration; possible deficiency of stormwater system will be highlighted.
2. Optimization of proposed infrastructure. Optimize pipe sizes and pump station discharge rates to achieve the level of service requirements. Based on available space, green infrastructure and other drainage components will be taken into consideration in model optimization.
  - a. For the proposed level of service, provide the most optimal pipe sizes and pump discharges that minimize the overall costs.

- b. Provide stormwater configuration, including outfall location, force main configuration, and discharge to outfalls.
  - c. Implement green infrastructure and other drainage components based on available space or information.
  - d. Provide simulations for Village approved boundary conditions.
  - e. Prepare a set of design event simulations and flood depth maps which show the performance of the proposed stormwater system including discharges, potential flood depths, and elevations for selected storm events and boundary conditions.
3. Development and analysis of up to three (3) scenarios to achieve level of service for the project area and determine detailed design parameters, including:
  - a. Develop simulations for each scenario taking into consideration changes of infrastructure.
  - b. Develop summary of simulation results and provide comparative analysis of discharges, stages, flood depths and elevations, and determine the performance.
  - c. Take into consideration SLR, projected changes in tidal elevations and duration, and recurrence of precipitation events.
  - d. Provide summary of simulation results and comparative analysis of discharges, stages, flood depths, and elevations to determine the performance of each scenario.
4. Development of a Design Drainage Report summarizing model parameters, assumptions, modeling results, and flood depth maps for selected design rainfall events and elevated tidal conditions, for the service area for the proposed pump station, including:
  - a. A summary of the hydrology of the project area, along with capacity evaluations.
  - b. Evaluation of the proposed pump station, its service area and pumping capacity.
  - c. A summary of drainage facility upgrades and replacements that are needed to accommodate new development and desired system capacities. The type and size of upgrades and replacements will be determined.
  - d. The Design Drainage Report will summarize the projected performance of the proposed stormwater system. Additionally, the deliverable will include the final set of modeling scenarios, the corresponding set of maps and workbooks resulting from the modeling analysis.

The Village will receive drafts throughout the development of the report at each of the four (4) phases above to review the assumptions and the results to ensure that the expected level of service is being met. AECOM will perform a QA/QC review and check the summaries/report developed in each of the phases before distributing to the Village.

*Task 0002.002 – Streetscape & Public Park*

The limits of the project for streetscaping and drainage improvements include the public rights-of-way of the following streets:

- West McIntyre Street from Ridgewood Road to Glenridge Road
- Glenridge Road from West McIntyre Street to West Enid Drive
- West Enid Drive from Glenridge Road to Ridgewood Road
- Ridgewood Road from West Enid Drive to West McIntyre Street



- West McIntyre Street from Ridgewood Road to Harbor Drive
- Harbor Drive from West Matheson Drive to Harbor Circle
- West Matheson from Harbor Drive to Bay Lane
- Harbor Circle west of Harbor Drive
- Sunset Circle west of Harbor Drive

Conceptual plans and typical sections will be prepared for the streets based on the green infrastructure evaluation, drainage design analysis, illustrative green infrastructure options, and raised road elevation accepted by the Village. The streets design will incorporate guidelines from the 2007 Landscape Management Plan for the Village and the Village's available design standards for streets. AECOM will provide one (1) typical plan view of each of the nine (9) streets along with up to two (2) typical sections for each of the nine (9) streets, totaling eighteen (18) typical sections. A preliminary streetscape plan will be developed and submitted to the Village for review. The Village will be responsible for returning one compiled document of written comments. After receiving written comments from the Village, AECOM will provide one (1) revision to the streetscape plan.

The proposed pump station site for this project is located between West McIntyre Street and West Enid Drive on the east side of Harbor Drive. The Village has acquired two lots totaling approximately 20,000 square feet for the proposed pump station. The Village desires to co-locate a public park on the proposed pump station site. AECOM will prepare a conceptual plan for the pump station/public park site based on input from the Village staff and members of the local community.

The intended use of the public park is passive in character and is anticipated to include, dependent on the Village approval:

- Walking paths.
- Seating.
- Open space areas.
- Screening of views to pump station.
- Low walls or fencing to restrict access to the pump station.
- Access drive to pump station.
- A monument for educational, cultural, or historical reference.
- Shade trees, shrubs, and groundcovers, and irrigation.
- Green infrastructure for stormwater management.
- Accent lighting or safety lighting.

Public input for the park will be obtained/informed from the Alternative Drainage Analysis Assessment project (Task 0007 – Community Meetings). AECOM will meet with the Village staff three (3) times regarding the design of the park site: once at the kick-off meeting to confirm the design program for the park based on the assumptions above; next, to present the draft conceptual plans; and finally to present the proposed conceptual plan that will be included in the Design Criteria Document.

AECOM will prepare a draft conceptual design package to include two (2) plan options, including layout of the pump station and park elements, and a group of images to describe the intended character of the park. The design package will be submitted to the Village for comments. The Village will be responsible for returning one document containing written comments to AECOM within 10 business days.

*Task 0002.003 – Utilities*

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In 2019, a draft Master Plan for Undergrounding Utilities was prepared by Kimley Horn for the Village. This master plan identifies the utilities within the project area. AECOM will review the master plan and utilize the design criteria and conceptual design within the Master Plan for the project area. AECOM will direct the Village surveying consultant on the necessary information needed for the underground utilities. AECOM will meet with Miami-Dade Water and Sewer Department on possible upgrades to the existing utilities within the rights-of-way adjacent to the K-8 School.

*Task 0002.004 – Maintenance of Traffic (MOT) and Construction Phasing*

Since the project is adjacent to the K-8 School, maintenance of traffic (MOT) and construction phasing will be needed to minimize disruption to the school. AECOM will evaluate the current traffic flow and the timing of construction to develop a plan.

*Task 0002.005 – Permitting Evaluation*

In developing the basis of design report, AECOM will meet with the potential permitting agencies that would be involved in the permitting of the project to coordinate the project activities and to determine the regulatory requirements for the project. These agencies are:

- Village of Key Biscayne – Internal Departments.
- Miami-Dade County Regulatory and Economic Resources (RER) Department.
- Florida Department of Environmental Protection.
- South Florida Water Management District.
- Army Corps of Engineers.
- Miami-Dade Water and Sewer Department.

In addition to the permitting evaluation, coordination with FPL, AT&T, Comcast, and Hotwire Communications will be needed to determine what will be required; a corridor evaluation will be needed for those utilities within the project, based on the 2019 Draft Master Plan for Undergrounding Utilities prepared by Kimley Horn for the Village. Areas will be designated for the utility undergrounding, but utility companies will be responsible for design of their facilities.

*Task 0002.006 - Benthic Assessment*

AECOM will prepare a project specific health and safety plan for the benthic assessment field work. The plan will be onsite during field activities.

A benthic assessment will be performed by AECOM scientists using snorkeling equipment to identify and approximately locate the extent of any protected marine benthic resources (such as seagrasses, corals, etc.) located at the discharge locations (outfalls at Biscayne Bay) for the proposed stormwater outfalls. Due to the estimated water depth of 12 feet (adjacent to an existing seawall), the use of SCUBA equipment is not warranted. The survey area encompasses a footprint of approximately 40 feet (along the seawall) by 20 feet (waterward of the seawall) for each of the three (3) outfall locations.

The field work portion of this task is expected to take one (1) 10-hour day (including travel) to complete using four (4) qualified staff.

*Task 0002.007 – Essential Fish Habitat (EFH) Assessment, Marine Species Biological Assessment (BA), and Manatee Protection Plan (MPP)*

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In compliance with the Magnuson-Stevens Fishery Conservation and Management Act, AECOM will prepare an EFH Assessment per NOAA Fisheries/NMFS guidelines to address any potential impacts to essential fish habitat. The EFH Assessment will be prepared to accompany the application package to be submitted to the USACE. In addition, in compliance with Section 7 of the Endangered Species Act, as part of this task AECOM will prepare a Biological Assessment (BA) for any potential impacts to Federally listed marine species. The BA will include any applicable conservation measures to minimize impacts to protected species during construction.

As part of this task, AECOM will prepare a project-specific Manatee Protection Plan (MPP) for the proposed project. This task includes eight (8) hours to produce the plan and coordinate with Miami-Dade County, Florida Fish and Wildlife Conservation Commission (FWC), and/or the U.S. Fish and Wildlife Service (USFWS). Any coordination beyond this estimate will require a supplemental scope and fee.

#### *Task 0002.008 – Concept Plans/Sketches*

Concept plans/sketches will be developed in coordination with the Village. After the design standards have been agreed upon, a meeting will be held with Village staff to discuss the Village's desire for infrastructure surrounding the K-8 School site. This meeting will also include persons representing the school to ensure that the facilities are agreed upon as well as the restrictions for the site.

After the meeting, the AECOM team will develop concept plans/sketches illustrating where the infrastructure is located as well as typical sections of the streetscape. A rendering of the streetscape will be included. Up to two renderings are proposed in this task.

A meeting will be held with Village staff and the school to approve the concept plans/sketches.

#### **Task 0003 – Preliminary Plans**

AECOM will evaluate the Concept Plans/Sketches to determine the appropriate information for the preliminary plans. AECOM will meet with the Village to determine the level of plans to be part of the Basis of Design Report.

The preliminary plans will be developed to an approximate 30% level. These plans will be developed based on survey information provided by the Village vendor through a separate contract. The following plan sheets are contemplated for the deliverable:

- Cover Sheet – Location Map and Table of Contents
- General Notes
- Work Area Requirements and Restrictions
- Existing Site Plan – (Survey to be provided by the Village)
- Proposed Plan Sheets – Include the drainage infrastructure, green infrastructure, traffic calming areas, and landscaping
- Typical cross sections, two (2) for each street
- Typical details

### **Assumptions**

- AECOM will coordinate with the Village vendor for the necessary information to support the BODR. The scopes and fees for this vendor are not included in this proposal and will be approved by the Village through their procurement process. The following vendor is needed:
  - Surveyor for the Topographic Survey of the Project Area (Project Area to be determined after the kick-off meeting and the completion of the drainage analysis).
- Information to be obtained from the Village:
  - Existing Utilities Map or As-built Drawings of Utilities including stormwater, potable water, and sewer as well as FPL, AT&T, Comcast, and Hotwire (according to Undergrounding Master Plan).
  - All existing geotechnical reports prepared for the Village.
  - Front-end Contract Documents.
- The following services are not included in the scope:
  - Right-of-Way Acquisition or Easement Dedication Services.
  - Land Surveying.
  - Construction Inspection Services.
  - Pipe Condition Assessment.
  - Transportation analysis, including but not limited to traffic counts and traffic studies necessary due to traffic calming measures or constriction of travel lanes.
  - Street lighting analysis, including but not limited to photometrics, electrical engineering, selection of fixtures, and layout of new streetlights.
  - Coordination with landowners for harmonization agreements prior to construction.
- Any modification to a street section that would require a traffic study is not included in the scope.
- Project assumes that the existing locations of the Street Lighting are appropriate, and no photometric plan or additional streetlights are needed.
- Design for underground utilities is not included. The design for underground franchise utilities will be provided by the responsible utility.
- Construction Engineering Inspection (CEI) Services are not included during this phase of the contract and are considered additional services.
- Design and documentation of improvements will be limited to the project site mentioned in this proposal.
- Additional work due to incomplete or inaccurate information provided by the Village will be considered additional services.
- Significant Village-driven design revisions after the approval of submittals will be considered additional services.
- Tree analysis and tree mitigation is not required within the project site.
- Unless otherwise noted, deliverables will be digital in PDF format.
- MRG will also be available to support AECOM and the Village with additional services, such as stakeholder coordination, elected official briefings, and surveys, for an additional fee.
- This scope does not include permit application fees, or any other fees incurred by the agencies including any mitigation fees. These fees cannot be determined at this time and are the responsibility of the client.
- Preparation of a Seagrass Mitigation Plan or other mitigation plan are not included.

### **Deliverables**

- Monthly Agendas and Meeting Minutes
- Streetscape Plans and Typical Sections Conceptual Design Package
- Public Park Conceptual Design Package
- Basis of Design Report
- Preliminary Plans

### **Schedule**

All services shall be completed within 270 days of Notice to Proceed (NTP). This schedule is dependent on coordination with the Village vendor to receive the appropriate survey information for the project.

<b>Task No.</b>	<b>Task Description</b>	<b>Estimated Completion from NTP</b>
Task 0001	Project Management	270 days
Task 0002	Basis of Design Report	180 days
Task 0003	Preliminary Plans	270 days

### **Compensation**

This is a fixed lump sum contract based on the fee schedule approved under the Professional Services Agreement between the Village of Key Biscayne and AECOM Technical Services, Inc. effective on the 4<sup>th</sup> day of June 2020. The proposed fixed lump sum contract fee is **\$265,480.00**. **Exhibit B** represents the hourly breakdown of the tasks. AECOM proposes to invoice the Village on a monthly basis, based on percent complete.

**EXHIBIT B – COMPENSATION**

<b>Role</b>	<b>Hourly Rate</b>	<b>Task 0001-Project Management</b>	<b>Task 0002-Basis of Design Report</b>	<b>Task 0003-Preliminary Plans</b>	<b>Total Hours</b>
Principal-in-Charge	\$130	14	23	0	37
Project Manager	\$200	40	115	8	163
Assistant Project Manager	\$175	0	82	72	154
Public Outreach Lead	\$175	8	37	0	45
Senior Landscape Architect	\$175	0	12	4	16
Landscape Architect	\$150	8	114	24	146
Assistant Landscape Architect	\$90	0	260	96	356
Planning/Resiliency Lead	\$235	0	4	0	4
Senior Engineer	\$150	24	161	8	193
Engineer	\$125	0	70	12	82
Scientist	\$135	0	130	0	130
Designer	\$110	0	202	242	444
Admin/Tech.	\$80	20	0	0	20
<b>Total Hours</b>		<b>114</b>	<b>1,219</b>	<b>466</b>	<b>1,799</b>
Total Labor Fee		\$17,620	\$164,800	\$56,460	\$238,880
Total Subconsultant Fee		\$0	\$25,000	\$0	\$25,000
Total Other Direct Costs		\$650	\$450	\$500	\$1,600
<b>Total Fee</b>		<b>\$18,270</b>	<b>\$190,250</b>	<b>\$56,960</b>	<b>\$265,480</b>



# VILLAGE OF KEY BISCAYNE

## *Village Council*

**Michael W. Davey, Mayor**

**Brett Moss, Vice Mayor**

**Frank Caplan**

**Luis Lauredo**

**Allison McCormick**

**Edward London**

**Ignacio J. Seguro**

*Village Manager*

**Steven C. Williamson**

## MEMORANDUM

DATE: July 26, 2022

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: AECOM Work Orders #2A and 2B for Design of the K-8 Stormwater System Upgrade

### RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to execute two (2) work orders to AECOM Technical Services, Inc. ("AECOM") pursuant to the competitively awarded Design Criteria Professional Services of Stormwater Utility and Right-of-way improvements. The total fee for these services is an amount not to exceed \$625,249. Funding is allocated from the FY22 Adopted Budget, Capital Improvements Program, Stormwater Infrastructure Improvements line item.

### BACKGROUND

The Village is responsible for protecting people and property in the Village of Key Biscayne from harmful stormwater runoff. The Village's Stormwater System is a very capital-intensive enterprise, which requires continuous investment in extensive above and below-ground infrastructure. Continued investment in the drainage system is a prerequisite for the health and safety of the community it serves as well as economic growth and overall prosperity in the future. Advancing the design of the stormwater system upgrade is a critical core component of the Village of Key Biscayne Resiliency Program and addresses Tier 2 infrastructure improvements recommended in 2015 by EAC engineering group.

The Village selected AECOM to engineer capital improvements required to mitigate flood risk, ensure system reliability by replacing aging infrastructure and facilities, meet priorities, and increase the level of service at all measures where it is hampered by chronic flooding. To this purpose, the Village staff and AECOM negotiated the following two work orders to provide 30% design for the K-8 Elementary School portion of the drainage system (Work Order 2A, Exhibit "A") as well as an evaluation of probable cost for system wide upgrade (Work Order 2B, Exhibit "B"):

#### ***Work Order #2A:***

Scope of work includes but is not limited to development of the Basin of Design Report (30% design) based upon previously selected:





## VILLAGE OF KEY BISCAINE

- I. **Level of Service:** Keep roads passable for traffic (a. Ponding depth: 0-0.5 feet, b. Ponding duration: 6-12 hours, c. Ponding location: Swales)
- II. **Design Storm:** 10-year, 24-hour storm event (or 8 inches of rainfall within 24 hours)
- III. **Sea Level Rise Projection:** NOAA Intermediate High. AECOM will perform up to three (3) scenarios to achieve level of service for the project area and determine the parameters for detailed design.

The total fee for Work Order #2A is an amount not to exceed \$265,480.

### ***Work Order #2B:***

Scope of work includes but is not limited to updating the Village-wide stormwater numerical model to address deficiencies previously identified in AECOM Work Order #1 and then use that updated, unified and calibrated model to conduct three (3) Village-wide drainage alternative analyses to meet specific level of service previously selected by Council. AECOM will provide a comparative analysis of discharges, stages, flood depths and elevations, and determine the performance of each scenario against existing conditions. The analysis will also include a cost estimate for each scenario to achieve desired level of service. A phasing plan will be prepared to help the Village prioritize the order in which the proposed system upgrade projects should be constructed along with a Class 4 Opinion of Probable Construction Cost, as classified by the American Association of Cost Engineering (AACE), for each proposed drainage project. Per AACE criteria, a Class 4 Opinion of Probable Construction Cost is between 1% to 15% of project completion and is anticipated to be within a range of -30% below and +50% above the actual cost of construction.

The total fee for Work Order #2B is an amount not to exceed \$359,769.

The staff negotiated the manhours estimates for each subtask in both work orders and finds the estimates fair and reasonable. Overall schedule for both work orders is approximately 13 months from notice to proceed.

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

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**RESOLUTION NO. 2022- \_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO AECOM TECHNICAL SERVICES, INC. FOR THE PREPARATION OF A PROBABLE COST EVALUATION REPORT RELATING TO SYSTEM-WIDE STORMWATER DRAINAGE UPGRADES IN AN AMOUNT NOT TO EXCEED \$359,769; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on October 9, 2019, the Village of Key Biscayne (“Village”) issued Request for Qualifications No. 2020-03 (“RFQ”) for design criteria professional services for stormwater utility and right-of-way improvements (the “Services”); and

**WHEREAS**, pursuant to the RFQ, the Village Council adopted Resolution No. 2020-10 on February 11, 2020, selecting AECOM Technical Services, Inc. (the “Consultant”) to provide the Services and authorizing the Village Manager to execute an agreement with Consultant; and

**WHEREAS**, the Village and the Consultant entered into a Professional Services Agreement for the Services pursuant to the RFQ (the “Agreement”); and

**WHEREAS**, the Consultant has provided a proposal, attached hereto as Exhibit “A” (the “Proposal”) to perform the Services for the preparation of a probable cost evaluation report relating to system-wide stormwater drainage upgrades (the “Project”); and

**WHEREAS**, the Village Council desires to authorize the Village Manager to issue a work order for the Project consistent with the Proposal attached hereto as Exhibit “A” and the Agreement in an amount not to exceed \$359,769; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1.**    **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.**    **Authorization.** That the Village Council hereby authorizes the Village Manager to issue a work order for the Project consistent with the Proposal attached hereto as Exhibit "A" and the Agreement in an amount not to exceed \$359,769.

**Section 3.**    **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MICHAEL W. DAVEY, MAYOR

ATTEST:

\_\_\_\_\_  
JOCELYN B. KOCH  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY

May 6, 2022

Mr. Jake Ozyman, MSCM, PE, PMP, ENV SP, CFM  
Public Works Director  
Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne, FL 33149

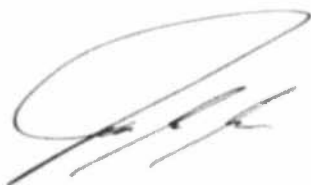
**Village of Key Biscayne Stormwater Program  
Alternative Analysis Drainage Assessment**

Dear Mr. Ozyman,

This proposal constitutes AECOM's scope of services for the Alternative Analysis Drainage Assessment of the Village's stormwater system. AECOM assumes this work will be authorized as a project under our Professional Service Agreement dated June 4, 2020, as a result of the Request for Qualifications No. 202003.

Attached is Exhibit A (Scope of Services) and Exhibit B (Compensation) for your review and approval. We are excited to be working with you on this very important project. Should you have any questions or need any additional information concerning this scope and fee, please contact me or Erik M. Alcantara, PE, PMP, ENV SP at 305-444-4691.

Sincerely,



Fernando A. Vazquez, PE  
Vice President – SER Water  
AECOM  
T: 305-444-4691  
M: 954-261-7188  
E: Fernando.Vazquez@aecom.com

**EXHIBIT A**  
**Scope of Services**  
**Alternative Analysis Drainage Assessment**

**Background** – As part of The Village of Key Biscayne’s (Village) previously completed 2021 Stormwater Master Plan Evaluation, the Village’s ability to manage potential sea level rise through anticipated climate change will augment the Village’s effort to protect vulnerable assets. On February 8, 2022, the Village Council approved AECOM’s recommendations for level of service, design storm, and sea level rise projection. The approved recommendations include the following:

1. **Level of Service:** Keep roads passable for traffic.
  - a. **Ponding Depth:** 0-0.5 feet
  - b. **Ponding Duration:** 6-12 hours
  - c. **Ponding Location:** Swales
2. **Design Storm:** 10-year, 24-hour storm event (or 8 inches of rainfall within 24 hours)
3. **Sea Level Rise Project:** NOAA Intermediate High

The Village’s goal is to increase the current level of service for drainage that states there shall be no flooding of the crown of road during the 10-year, 24-hour storm event (or 8 inches of rainfall within 24 hours); and to plan for future climate conditions in order to provide a resilient system. Solutions may include modifications to infrastructure such as adjusting roadway elevations, increasing pipe sizes, increasing the number of drainage inlets, pump stations, etc. The study area is within the boundaries of the Village of Key Biscayne and is generally located on an island approximately six (6) miles into the Biscayne Bay and connects to the mainland via the Rickenbacker Causeway. The area generally consists of residential land uses with an approximate total area of 704 acres.

The following tasks are proposed to provide the alternative analysis and drainage report.

**Task 0001 - Project Management**

Effective project management is the key to a successful project and includes project administration, project review meetings with the Village staff, project kick-off meeting, and project deliverable quality assurance and control (QA/QC) plan. The following services will be included:

1. General project administration includes project control and team coordination, including timely communication with Village staff. Also, AECOM will monitor progress of work on a weekly basis to monitor compliance with established schedule, budget, and work quality requirements. In addition, subconsultant coordination is included in the project administration.
2. Due to the many elements that are needed to be reviewed and planned to produce the necessary planning documents for the drainage assessment, monthly meetings are proposed to coordinate with Village staff to ensure that information is being conveyed to each party to produce a successful plan. Monthly meetings will be held by conference call. AECOM will prepare meeting minutes and agendas for all the meetings and submit them to the Village.
3. Conducting a Project kick-off meeting virtually upon receipt of Notice to Proceed. At this meeting, AECOM will coordinate with the Village to obtain the documents needed to be reviewed and incorporated into the assessment.

### **Task 0002 – Data Collection**

AECOM will collect existing stormwater data within the project area. Data collection and evaluation will start with obtaining the available resources from the Village of Key Biscayne, which consists of GIS data from the Village's database, as-built drawings of recently installed drainage systems, and updated information from the Village's complaint database since the development of the 2021 Stormwater Master Plan Evaluation Report for the assessment area. In addition, the data will include existing South Florida Water Management District (SFWMD) permit information, review of seasonal high groundwater data, review of existing Village infrastructure along with any existing operation and maintenance protocols, soil survey information, bathymetry at outfall locations, FEMA floodplain information, and any other information the Village may provide to assist with the assessment.

A field visit to the project site is proposed to verify the findings of the data collection. This field visit proposes one day of field time with two staff members.

### **Task 0003 – Geotechnical**

AECOM's subconsultant, Geosol, Inc. (Geosol), will provide geotechnical engineering services. The geotechnical field services will include borehole exfiltration tests in accordance with South Florida Water Management District "Usual Open-Hole Test" and Standard Penetration Test (SPT) borings in accordance with ASTM D-1586. Upon termination of the borings, all holes will be backfilled with grout to the ground surface and the site will be restored to its original condition.

The Field Exploration and Laboratory Testing Programs will include the following tasks:

1. Perform site reconnaissance, locate, and coordinate for existing utilities that may interfere with the drilling operations.
2. Obtain a Right of Way permit from the Village of Key Biscayne to perform the soil borings.
3. Provide traffic control in accordance with the Index 600 series of the FDOT Roadway and Traffic Design Standards.
4. Perform a total of five (5) Borehole Exfiltration tests at depths of 15 feet below existing grades for determination of soil hydraulic conductivity values.
5. Perform a total of two (2) Standard Penetration Test (SPT) borings on land to depths of 10 feet below existing grades for Determination of Seasonal Highwater Elevations and Explore Soil Stratigraphy.
6. Perform one (1) SPT boring on land to a depth of 20 feet below existing grades for Determination of Seasonal Highwater Elevations and Explore Soil Stratigraphy.
7. Measure the groundwater levels at the test boring locations.
8. Backfill the boreholes using cement grout mix.
9. Visually examine all recovered soil/rock samples in the laboratory. Geosol will examine all recovered soil and rock samples. The laboratory testing will include natural moisture content, grain-size analysis, percent passing the #200 sieve, organic content determination, corrosion series testing (pH, resistivity, sulfates, and chlorides). The tests will be conducted in accordance with applicable ASTM and FDOT standards.

A geotechnical engineering report of Geosol's findings and recommendations will be prepared and submitted at the conclusion of the study. The report will be prepared, signed, and sealed by a professional engineer registered in the State of Florida. The report will specifically contain the following information:

1. A plan of the site showing the location of the test locations.
2. A brief review of Geosol's test procedures and the results of the testing conducted.
3. Estimated subsurface profiles as necessary to illustrate subsurface conditions including standard penetration resistance test data and groundwater levels.
4. A review of surface features and site conditions that could affect construction and site preparation.
5. General evaluation of the site considering the proposed project and estimated subsurface conditions.
6. Recommendations for site preparation and construction of compacted fills or backfills.
7. Results of laboratory testing.
8. Results of borehole exfiltration testing.
9. Anticipation of groundwater levels and methods for handling it during construction.
10. Derivation of soil/rock parameters for the design of the proposed improvements.
11. Foundation analysis and recommendations for the proposed improvements.
12. Construction considerations.

#### **Task 0004 – Existing Conditions Model**

Once data collection has been completed, including geotechnical and survey data, a meeting will be held with the Village by conference call to review the data collected and to confirm that all available data is being utilized for the assessment. AECOM will examine the sub basins utilized within the previous XPSWM model and make modifications as needed based on information found in the data gathering phase of the project. A preliminary sub basin map will be developed and will be provided at a virtual meeting to confirm the level of detail within the assessment.

AECOM will develop an existing conditions stormwater model considering the main objectives of the assessment. The boundary conditions will be verified ensuring that all offsite conditions are considered and may result in re-defining the limits of the assessment boundary. ArcGIS tools will be used extensively in the development of the model and the model parameters. LIDAR will be used to confirm and/or modify the sub-basins, to create stage-area elevation tables required to compute the storage available within each basin, and to prepare the land use calculations. Currently, the LIDAR information proposed to be utilized is the information available on Miami-Dade County Open Data Hub and was captured in 2018. A map characterizing the stormwater and natural drainage basins inside the assessment limits will be developed and used for model setup. Hydrologic and hydraulic modeling will be conducted using Advanced Interconnected Channel and Pond Routing (iCPR) modeling program Version 4.

Once the model setup is completed, AECOM will perform calibration and verification for storm events selected and agreed upon with the Village. A large storm event or an event that has recorded data will be used to calibrate the model by comparing model results with recorded stage data and adjusting model input parameters.

AECOM's subconsultant, GIT Consulting, LLC (GIT), will perform QA/QC and serve as an extension of AECOM's staff for this task.



### **Task 0005 – Alternative Analysis Runs**

An alternatives analysis shall be performed to evaluate an appropriate solution to address level of service concerns along with sea level rise. The current level of service for drainage states there shall be no flooding of the crown of road during the 10-year, 24-hour storm event (or 8-inches of rainfall within 24-hour). Additionally, the sea level rise projection to be used is the NOAA Intermediate High.

AECOM will develop up to three (3) scenarios to improve level of service for the project area and provide a comparative analysis of discharges, stages, flood depths and elevations, and determine the performance of each scenario against Task 0005 Existing Conditions Model. The scenarios will be built off lessons learned from the Discharge and Storage Opportunities Technical Memo provided to the Village by AECOM. The analysis will also include a cost estimate for each alternative.

AECOM's subconsultant, GIT, will perform QA/QC and serve as an extension of AECOM's staff for this task.

### **Task 0006 – Final Report**

AECOM will document the drainage assessment in a deliverable that will compile the following:

- **Project methodology:**

The AECOM team will provide a detailed description of the methods used to develop the drainage assessment. Assumptions used for the existing and proposed stormwater drainage models will be explained in detail. The methodology used to calculate storage volume within the sub-drainage areas will be explained. The stage area calculations for the existing and proposed models will be provided; additionally, a breakdown of the areas in acres of each sub-basin and the proposed system with its respective sub-basins will be explained/provided. The curve number assumed for the study area will be provided; moreover, the background for this and similar assumptions will be explained in detail.

A map characterizing the stormwater and natural drainage basins inside the assessment limits will be developed and used for model setup. Hydrologic and hydraulic modeling will be conducted using Advanced Interconnected Channel and Pond Routing (iCPR) modeling program Version 4. Once the model setup is completed, AECOM will perform calibration and verification for storm events selected and agreed upon with the Village. A large storm event or an event that has recorded data will be used to calibrate the model by comparing model results with recorded stage data and adjusting model input parameters.

- **Results and analysis of the tasks defined under “scope of services”.**

AECOM will develop an existing conditions stormwater model considering the main objectives of the assessment. The boundary conditions will be verified ensuring that all offsite conditions are considered and may result in re-defining the limits of the assessment boundary. ArcGIS tools will be used extensively in the development of the model and the model parameters. LIDAR will be used to confirm and/or modify the sub-basins, to create stage-area elevation tables required to compute the storage available within each basin, and to prepare the land use calculations.

The AECOM team will also develop up to three (3) scenarios to improve level of service for the project area and provide a comparative analysis of discharges, stages, flood depths and elevations, and determine the performance of each scenario against Task 0005 Existing Conditions Model. The

scenarios will be built off lessons learned from the Discharge and Storage Opportunities Technical Memo provided to the Village by AECOM. The analysis will also include a cost estimate for each alternative.

- **Model results with narrative.**

AECOM will provide comprehensive model results for the existing conditions model and the three (3) proposed scenarios. The narrative for each alternative will include recommendations, advantages, and disadvantages. The following appendices with comprehensive model results will be provided:

- a. Nodal Diagram.
- b. iCPR Input Report.
- c. iCPR Node Min/Max Report.
- d. iCPR Link Min/Max Report.
- e. Full Size Maps.

- **Prioritized Capital Improvement Project (CIP) list for flood control.**

A phasing plan will be prepared to help the Village prioritize the order in which the proposed projects should be constructed. As funds become available, it is important that projects are constructed in a prioritized sequence; AECOM will support the Village with this critical task.

- **Cost Estimates for CIP with assumptions.**

AECOM will provide a Class 4 Opinion of Probable Construction Cost, as classified by the American Association of Cost Engineering (AACE), for each proposed drainage project. Per AACE criteria, a Class 4 Opinion of Probable Construction Cost is between 1% to 15% of project completion and is anticipated to be within a range of -30% below and +50% above the actual cost of construction. Assumptions used to develop the Opinions of Probable Construction Cost will be documented and explained in detail.

AECOM will also create an Executive Summary highlighting the most important aspects of the assessment. After the Village has reviewed the final report, AECOM will prepare for and attend a final workshop with Council to review the findings of the assessment.

AECOM's subconsultant, GIT, will perform QA/QC and serve as an extension of AECOM's staff for this task.

#### **Task 0007 – Community Meetings**

Throughout the course of the Alternative Analysis Drainage Assessment, AECOM anticipates two (2) community meetings with Village residents and stakeholders. The purpose of the first meeting with the community will be to introduce the purpose of AECOM's work. The purpose of the second meeting with the community will be to present the proposed alternatives. These meetings will be in-person and will include a presentation to inform the community of the future drainage improvements. AECOM will have three (3) staff members attend each meeting. After each meeting, AECOM will prepare a Debrief Document that will contain an executive summary and the meeting outcomes (including attendance and highlights).

#### **Task 0008 – Council Presentations**

This task includes the preparation of two (2) presentations to the Village Council. The Council presentations will be coordinated/programmed with Village staff as needed. AECOM anticipates one (1)

presentation to inform Council on the progress of the Alternative Analysis Drainage Assessment and one (1) presentation to summarize the Alternative Analysis Drainage Assessment results.

#### **Assumptions**

- LIDAR information to be used is from Miami-Dade County, collected in 2018 at a 5-ft resolution topographic elevation DEM in NAVD 1988. Should a more up to date LIDAR be available, then AECOM will utilize it.
- Pipe inverts in open bodies of water are not proposed to be obtained by the Village's survey vendor. The invert from the structure within the road will be used to assume the invert of the pipe in the open water areas.
- Drainage design assumes that the drainage components will be mostly for storage in the use of swales and exfiltration trench with limited conveyance components.
- Survey information is limited, and AECOM proposes to utilize the Village's GIS data as well as FEMA information. The Village's survey vendor will provide the drainage survey to AECOM once it is completed.
- The Village will provide the GIS files of the drainage atlas and any other files that will be useful in developing the schematic design.

#### **Deliverables**

- Meeting Agendas and Minutes distributed electronically to all participants in attendance.
- Three (3) signed and sealed Drainage Assessment Reports.
- Two (2) Community Meeting Debrief Documents.
- Two (2) Council presentations, in Microsoft PowerPoint (PPT) format.

#### **Schedule**

All services shall be completed within 389 days of Notice to Proceed (NTP). This schedule is dependent on the coordination with the Village on receiving the appropriate information for the project. A critical vendor is the surveyor.

<b>Task No.</b>	<b>Task Description</b>	<b>Estimated Completion from NTP</b>
Task 0001	Project Management	389 days
Task 0002	Data Collection	20 days
Task 0003	Geotechnical	60 days
Task 0004	Existing Conditions Model	205 days
Task 0005	Alternative Analysis Runs	375 days
Task 0006	Final Report	389 days
Task 0007	Community Meetings	389 days
Task 0008	Council Presentations	389 days

#### **Compensation**

This is a lump sum proposal based on the hourly rate schedule approved under the Professional Services Agreement between the Village of Key Biscayne and AECOM Technical Services, Inc. effective on May 19, 2020. The total estimated fee is **\$359,768.30**. **Exhibit B** represents the hourly breakdown of the tasks. AECOM proposes to invoice the Village on a monthly basis, based on percent complete.

AECOM – May 2022

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**EXHIBIT B - COMPENSATION**

<b>Role</b>	<b>Hourly Rate</b>	<b>Task 0001-Project Management</b>	<b>Task 0002-Data Collection</b>	<b>Task 0003-Geotechnical</b>	<b>Task 0004-Existing Conditions Model</b>	<b>Task 0005-Alternative Analysis Runs</b>	<b>Task 0006-Final Report</b>	<b>Task 0007-Community Meetings</b>	<b>Task 0008-Council Meetings</b>	<b>Total Hours</b>
Principal-in-Charge	\$130	15	0	2	0	36	0	16	16	85
Project Manager	\$200	45	15	2	13	86	36	32	32	261
Assistant Project Manager	\$175	0	15	0	63	191	68	16	8	361
Senior Engineer	\$150	40	63	2	200	490	142	8	4	949
GIS Specialist	\$110	0	11	0	47	20	0	0	0	78
Senior Hydrogeologist	\$215	0	2	0	35	10	19	0	0	66
Planning/Resiliency Lead	\$235	0	0	0	0	0	0	16	8	24
Public Outreach Lead	\$175	0	0	0	0	0	0	80	48	128
Admin/Tech.	\$80	32	0	0	0	0	12	0	0	44
<b>Total Hours</b>		<b>132</b>	<b>106</b>	<b>6</b>	<b>358</b>	<b>833</b>	<b>277</b>	<b>168</b>	<b>116</b>	<b>2,134</b>
Total Labor Fee		\$19,510	\$16,715	\$960	\$56,320	\$133,155	\$48,895	\$30,240	\$20,760	\$323,105
Total Subconsultant Fee		\$0	\$0	\$13,013.30	\$7,500	\$7,500	\$7,500	\$0	\$0	\$35,513.30
Total Other Direct Costs		\$0	\$200	\$0	\$200	\$250	\$0	\$250	\$250	\$1,150
<b>Total Fee</b>		<b>\$19,510</b>	<b>\$16,915</b>	<b>\$13,973.30</b>	<b>\$64,020</b>	<b>\$140,905</b>	<b>\$52,945</b>	<b>\$30,490</b>	<b>\$21,010</b>	<b>\$359,768.30</b>



# VILLAGE OF KEY BISCAYNE

*Village Council*

**Michael W. Davey, Mayor**

**Brett Moss, Vice Mayor**

**Frank Caplan**

**Luis Lauredo**

**Edward London**

**Allison McCormick**

**Ignacio J. Segurolo**

*Village Manager*

**Steven C. Williamson**

## MEMORANDUM

DATE: July 26, 2022  
TO: Honorable Mayor and Councilmembers  
FROM: Steven C. Williamson, Village Manager  
RE: Resilient Infrastructure Program Rate Sheet Approval and Contract Award for RFQ 2022-02; Resilient Infrastructure Program Strategy & Integrated Implementation Plan, and Supporting Program Management & Execution

### RECOMMENDATION

I recommend that Village Council authorize the Village Manager to execute an agreement with Black & Veatch Corporation for the Resilient Infrastructure Program Strategy & Integrated Implementation Plan and Supporting Program Management & Execution project. The contract will be for an initial five (5) year period with two (2) two-year renewal options.

### BACKGROUND

The Village is embarking on a comprehensive resilient infrastructure improvement program to mitigate projected environmental changes and to make the Village a stronger, more resilient and sustainable community. This resiliency infrastructure program is envisioned to be a ten-to-fifteen-year effort which will require coordinating numerous projects comprising five lines of effort that will protect our shorelines, upgrade stormwater systems, underground utilities, improve roadways, and modify laws, policies, regulations and standards.

To guide the infrastructure improvement initiative, the Village envisions a three-step process, beginning with a program strategy to design and frame the effort. The strategy is already being developed in detail by the Village Manager working directly with the Chief Resiliency and Sustainability Officer and the Public Works Director. Upon completion of the resilience program strategy, critical Village directors intend to work collaboratively with the program/construction manager to develop a comprehensive integration and implementation plan which will steer the program for its entire life cycle to cost effectively sequence and execute all the projects in a geographically defined and prioritized manner. The Integration and Implementation Plan (I+IP) will be the detailed road map to drive the Village of Key Biscayne to a resilient end state for environmental challenges projected for the 2050 to 2060 time point and in line with the design life of the infrastructure that is being upgraded. Once the implementation plan is completed, the program manager will oversee the design and construction of the infrastructure upgrades, working as an extension of the Village staff. The plan will also directly support and complement the USACE shoreline protection efforts to protect the Village's oceanside and bayside shorelines.



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## VILLAGE OF KEY BISCAINE

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We anticipate that this initiative will span the next ten to fifteen years and be funded through a mix of approved capital and bond funds, state revolving loan funds, state and federal grants, and pilot program matching funds.

The Village issued RFQ 2022-02, Resilient Infrastructure Program Strategy & Integrated Implementation Plan, and Supporting Program Management & Execution on December 6, 2021, and received six (6) responses. The top three respondents were interviewed, and a top team was identified and selected by the evaluation committee for recommendation to Village Council. On April 12, 2022, Village Council authorized the Manager to negotiate an agreement with Black & Veatch Corporation for the Resilient Infrastructure Program Strategy & Integrated Implementation Plan and Supporting Program Management & Execution project. The contract will be for an initial five (5) year period with two (2) two-year renewal options. Negotiated hourly rates for the labor classifications (Exhibit "B") and Contract (Exhibit "A") were negotiated and are presented herein for approval by Council.

The staff negotiated the specific hourly billing rates for each labor classification potentially involved in the I+IP development efforts and finds the rates fair and reasonable.

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.



**RESOLUTION NO. 2022- \_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A CONTINUING PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION FOR PROFESSIONAL ENGINEERING, PROJECT MANAGEMENT, AND RELATED SERVICES FOR THE RESILIENT INFRASTRUCTURE PROGRAM STRATEGY AND INTEGRATED IMPLEMENTATION PLAN AND SUPPORTING PROGRAM MANAGEMENT AND EXECUTION PROJECT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on December 6, 2021, the Village of Key Biscayne (“Village”) issued Request for Qualifications No. 2022-02 (“RFQ”) for professional engineering, project management, and related services (the “Services”) for the Resilient Infrastructure Program Strategy and Integrated Implementation Plan, and Supporting Program Management and Execution Project (the “Project”); and

**WHEREAS**, six sealed bids were received by the RFQ deadline; and

**WHEREAS**, after review and evaluation of the proposals and presentations given to the Village, the Evaluation Committee ranked Black & Veatch Corporation (the “Consultant”) as the most qualified firm for the Services; and

**WHEREAS**, on April 12, 2022, the Village Council adopted Resolution No. 2022-20, selecting the Consultant to perform the Services for the Project and authorizing the Village Manager to negotiate an agreement with the Consultant; and

**WHEREAS**, the Village Manager has negotiated the continuing professional services agreement attached hereto as Exhibit “A” (the “Agreement”); and

**WHEREAS**, the Village desires to approve the Agreement and authorize the Village Manager to execute the Agreement with the Consultant in substantially the form attached hereto



as Exhibit "A"; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.**     **Approval.** That the Village Council approves the Agreement attached hereto as Exhibit "A."

**Section 3.**     **Authorization.** That the Village Manager is hereby authorized to execute the Agreement with the Consultant for the Services, in substantially the form attached hereto as Exhibit "A," subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

**Section 4.**     **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MICHAEL W. DAVEY, MAYOR

ATTEST:

\_\_\_\_\_  
JOCELYN B. KOCH  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY

# EXHIBIT "A"

## CONTINUING PROFESSIONAL SERVICES AGREEMENT

### BETWEEN

### THE VILLAGE OF KEY BISCAYNE

### AND

### BLACK AND VEATCH CORPORATION

**THIS AGREEMENT** (this "Agreement") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, (the "Village"), and **BLACK AND VEATCH CORPORATION**, a Delaware for-profit corporation authorized to do business in Florida (hereinafter, the "Consultant").

**WHEREAS**, on December 6, 2021, the Village issued Request for Qualifications 2022-02 for the Resilient Infrastructure Program Strategy & Integrated Implementation Plan, and Supporting Program Management & Execution Project (the "RFQ"); and

**WHEREAS**, on April 12, 2022, the Village Council adopted Resolution No. 2022-20, selecting the Consultant to provide professional engineering, project management, and related services (the "Services") to assist the Village in developing and executing various projects and assignments (each a "Project") for the Resilient Infrastructure Program Strategy and Integrated Implementation Plan (the "Plan"), all as set forth in further detail in the Scope of Services attached hereto as Exhibit "A"; and

**WHEREAS**, the Consultant will provide the Services for the Project, all as further set forth in the Proposal dated \_\_\_\_\_, 2022 (the "Proposal"), attached hereto as Exhibit "B"; and

**WHEREAS**, the Consultant and Village, through mutual negotiation, have agreed upon a fee for the Services as set forth in the rate schedule (the "Rate Schedule") attached hereto as Exhibit "C"; and

**WHEREAS**, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

#### **1. Scope of Services.**

**1.1.** The Consultant shall provide the Services in accordance with the Scope of Services attached hereto as Exhibit "A" and the Proposal to assist the Village in developing and executing various Projects for the development, implementation, and management of the Plan. The Services for the Plan shall be provided in three phases:

**1.1.1.** Phase 1: Identification of strategies and Projects for the Plan;

1.1.2. Phase 2: Development of an implementation program for the Plan; and

1.1.3. Phase 3: Management and Execution of the Plan.

1.2. The Consultant shall provide the Services for the specific Projects of each phase of the Plan pursuant to a detailed work order (a "Statement of Work") or project specific agreement as authorized by the Village Manager or Village Council, as applicable. Prior to commencement of work on a specific Project, the Consultant will provide the Village with a fixed lump sum cost for the Services, as set forth in the Statement of Work or project specific agreement, calculated using the rates set forth on the Rate Schedule attached hereto as Exhibit "C."

1.3. If the Village approves the fixed lump sum cost for the Project, the Village will provide the Consultant with a Notice to Proceed to perform the Services set forth in the Statement of Work or a project specific agreement. Consultant acknowledges that it shall not undertake to perform any Services on any Project until it has received from the Village the Notice to Proceed on such Project.

1.4. The Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

1.5. The Consultant shall abide by the terms and requirements of the RFQ, which is incorporated by reference and made a part hereof.

## **2. Term/Commencement Date.**

2.1. This Agreement shall become effective upon the Effective Date and shall remain in effect for five (5) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for two (2) additional two (2) year periods on the same terms as set forth herein upon written notice to the Consultant.

2.2. The Consultant agrees that time is of the essence and Consultant shall complete the Services within the timeframes set forth in the Statement of Work and the Notice to Proceed for each Project in the manner provided in this Agreement, unless extended by the Village Manager.

## **3. Compensation and Payment.**

3.1. Compensation for Services provided by Consultant shall be in accordance with the approved fixed lump sum set forth in the Statement of Work, project specific agreement, or the Notice to Proceed for such Project, which shall be based on the Rate Schedule attached hereto as Exhibit "C."

3.2. During each Project, Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under the Statement of Work for such Project. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each

Project. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

**3.3. Consultant's invoices must contain the following information for prompt payment:**

- 3.3.1.** Name and address of the Consultant;
- 3.3.2.** Purchase Order number;
- 3.3.3.** Contract number;
- 3.3.4.** Date of invoice;
- 3.3.5.** Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);
- 3.3.6.** Name and type of Services;
- 3.3.7.** Timeframe covered by the invoice; and
- 3.3.8.** Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to [payables@keybiscayne.fl.gov](mailto:payables@keybiscayne.fl.gov).

**4. Subcontractors.**

- 4.1.** The Consultant shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services and/or any Project.
- 4.2.** The Consultant may only utilize the services of a particular subcontractor with the prior written approval of the Village Manager, which approval shall be granted or withheld in the Village Manager's sole and absolute discretion.

**5. Village's Responsibilities.**

- 5.1.** The Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2.** Upon Consultant's request, the Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

**6. Consultant's Responsibilities; Representations and Warranties.**

- 6.1.** The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years

from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

**6.2.** The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

**6.3.** The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

## **7. Conflict of Interest.**

**7.1.** To avoid any conflict of interest or any appearance thereof, the Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

## **8. Termination.**

**8.1.** The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

**8.2.** Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.

**8.3.** In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

**8.4.** The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

## **9. Insurance.**

**9.1.** The Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a

firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

**9.1.1.** Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

**9.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

**9.1.3.** Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

**9.1.4.** Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

**9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration.



Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

**9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The 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 (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**9.5.** The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

**11. Attorneys Fees and Waiver of Jury Trial.**

**11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

**11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

**12.1.** The Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, to the extent caused by Consultant's negligent performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any

such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this

Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

- 16.3. Upon request from the Village's custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.
- 16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.
- 16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. 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.**

**Custodian of Records: Jocelyn Brewster Koch**

**Mailing address: 88 West McIntyre Street  
Key Biscayne, FL 33149**

**Telephone number: 305-365-5506**

**Email: [jkoch@keybiscayne.fl.gov](mailto:jkoch@keybiscayne.fl.gov)**

17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.
18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
19. **Independent Consultant.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **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.

**26. Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

- 26.1. First Priority: this Base Agreement;
- 26.2. Second Priority: Change Orders with later date taking precedence;
- 26.3. Third Priority: Exhibit C – Rate Schedule;
- 26.4. Fourth Priority: Exhibit A – Scope of Services;
- 26.5. Fifth Priority: Exhibit B – Consultant’s Proposal; and
- 26.6. Sixth Priority: Work Orders, with later date taking precedence.

**27. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**28. Mandated Federal Agreement Conditions.**

**28.1.1.** In connection with the performance of this Agreement, Consultant acknowledges that compensation for the Work performed under this Agreement may be fully or partially funded using the Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act. As such, Consultant shall comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this Agreement:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable;
- ii. The U.S. Department of the Treasury’s Final Rule governing ARPA;
- iii. U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019);
- iv. The U.S. Department of the Treasury’s Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions;
- v. American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement; and
- vi. The U.S. Department of the Treasury’s ARPA Compliance and Reporting Guidance.

A copy of the above-referenced documents are available for inspection by the at the Office of the Village Clerk and at the following Village link: [INSERT CLOUD LINK TO DOCUMENTS].

**28.1.2. Title VI Requirements.** Consultant acknowledges that the Village has certified or will certify compliance with Title VI of the Civil Rights Act of 1964, in the form attached hereto as Exhibit “L,” to the U.S. Department of the Treasury. Towards that end, Consultant shall ensure that performance of work in connection with this Agreement follows the certifications contained in Exhibit “L,” and shall also adhere to the following provisions:

(1) The Consultant and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

(2) Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, and that the Consultant shall undertake an active program of nondiscrimination in its administration of the Work under this Agreement.

**28.1.3. Americans with Disabilities Act Requirements.** The Consultant agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Consultant agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Agreement.

**28.1.4. Age Discrimination Act of 1975.** Consultant shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury’s implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Agreement.

**28.1.5. Protections for Whistleblowers.**

28.1.5.1. In accordance with 41 U.S.C. § 4712, Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a



violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

28.1.5.2. The list of persons and entities referenced in the paragraph above includes the following:

- i. A Member of Congress or a representative of a committee of Congress.
- ii. An Inspector General
- iii. The Government Accountability Office.
- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- v. An authorized official of the Department of Justice or other law enforcement agency.
- vi. A court or grand jury.
- vii. A management official or other employee of the Consultant, subcontractor, the State of Florida, or the Village who has the responsibility to investigate, discover, or address misconduct.

28.1.5.3. The Consultant shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**28.1.6. Compliance with Immigration and Nationality Act (INA).** Consultant hereby certifies that it does not knowingly employ unauthorized alien workers in violation of the employment provisions contained in 8 USC Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)].

**28.1.7. Seat Belts Required.** Pursuant to Executive Order 13043, 62 FR 19217, Consultant shall adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Consultant and its employees while performing the Work.

**28.1.8. Texting While Driving Ban.** Pursuant to Executive Order 13513, 74 FR 51225, Consultant shall adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.

**28.1.9. Publication.** Consultant shall obtain approval from the Village in writing prior to issuing any publications in connection with this Agreement. If approved by the Village, the Consultant shall include the following language in any and all publications issued:

“This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to the Village of Key Biscayne by the U.S. Department of the Treasury.”

**28.1.10. Reporting Conflict of Interests.** Consultant agrees to disclose in writing to the Village, U.S. Department of the Treasury, and the State of Florida, as appropriate, any potential conflicts of interest affecting the use of funds awarded under the American Rescue Plan Act in accordance with 2 CFR 200.112.



**28.2. Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).** In accordance with the Final Rule and other guidelines provided in connection with the American Rescue Plan Act, Consultant shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR Part 200, including, but not limited to:

**28.2.1. Equal Employment Opportunity Compliance.** During the performance of this Agreement, the Consultant agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;
  - b. layoff or termination;
  - c. rates of pay or other forms of compensation; and
  - d. selection for training, including apprenticeshipThe Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- (4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
- (6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.
- (8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**28.2.2. Contract Work Hours and Safety Standards Act Compliance.** During the performance of this Agreement, the Consultant shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708), including as follows:

28.2.2.1. *Overtime requirements.* No Consultant or subcontractor contracting for any part of the Agreement Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

28.2.2.2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition,

such Consultant and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

28.2.2.3. *Withholding for unpaid wages and liquidated damages.* The Village shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

28.2.2.4. *Subcontracts.* The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**28.2.3. *Clean Air Act Compliance.*** During the performance of this Agreement, the Consultant shall comply with the provisions of Clean Air Act (42 U.S.C. § 7401 et seq., as amended) and specifically agrees as follows:

28.2.3.1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

28.2.3.2. The Consultant agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

28.2.3.3. The Consultant agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

**28.2.4. *Federal Water Pollution Control Act Compliance.*** During the performance of this Agreement, the Consultant shall comply with the provisions of Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended) and specifically agrees as follows:

28.2.4.1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

28.2.4.2. The Consultant agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

28.2.4.3. The Consultant agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

**28.2.5. Debarment and Suspension Compliance.** During the performance of this Agreement, the Consultant warrants that Consultant or its subcontractors are not debarred, suspended, or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Consultant shall comply with the following provisions:

28.2.5.1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

28.2.5.2. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

28.2.5.3. This certification is a material representation of fact relied upon by the Village. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

28.2.5.4. The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

28.2.5.5. Consultant certifies that they:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and
- iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Consultant is unable to obtain and provide such certification, then the Consultant shall attach an explanation to this Agreement as to why not.

**28.2.6. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended).** During the performance of this Agreement, the Consultant and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Consultant represents and warrants as follows:

- 28.2.6.1. No Funds received by the Consultant under this Agreement have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of 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.
- 28.2.6.2. If any monies, other than Funds received by Consultant under this Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 28.2.6.3. The Consultant shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.
- 28.2.6.4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**28.2.7. Copeland "Anti-Kickback" Act.** During the performance of this Agreement, the Consultant and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act as follows:

- 28.2.7.1. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Agreement.
- 28.2.7.2. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the

compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

28.2.7.3. Breach. A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**28.2.8. Procurement of Recovered Materials.** Consultant shall comply with the provisions of 2 C.F.R.323, including Section 6002 of the Solid Waste Disposal Act. Towards that end, in the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

**28.2.9. Domestic Preferences for Procurements.** To the greatest extent practicable, Consultant and its subcontractors shall provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, in accordance with 2 CFR 200.322, "Domestic preferences for procurements."

**28.2.10. 2 CFR Subpart F – Audit Requirements.** Consultant shall assist the Village in complying with the audit requirements under 2 CFR Subpart F – Audit Requirements ("Federal Audit Provisions") and the reporting requirements of the U.S. Department of the Treasury's Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.

28.2.10.1. Consultant shall assist the Village in complying with the Federal Audit Provisions by providing the Village, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives, access to personnel, accounts, books, records, supporting documentation, and other information relating to the performance of the Agreement or the Work ("Documentation") necessary to complete federal audits. Consultant shall promptly assist the Village in the event Documentation must be supplemented to address audit findings or other federal inquiries.

28.2.10.2. Consultant shall keep all Documentation up-to-date throughout the performance of this Agreement and the Work. Consultant shall provide the Village with all Documentation for each fiscal year by October 1 of each year or within five days of the completion of the Work, whichever occurs first. Consultant shall assist the Village in complying with additional guidance and instructions issued by the U.S. Department of the Treasury governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.





## E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness #2 Print Name: \_\_\_\_\_

Entity Name: \_\_\_\_\_

## ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(name of person) as \_\_\_\_\_ (type of authority) for  
\_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as  
Commissioned)

\_\_\_\_\_  
Personally known to me; or  
\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)  
\_\_\_\_\_  
Did take an oath; or  
\_\_\_\_\_  
Did not take an oath

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

**A. Introduction**

1. The Consultant shall provide the Services to assist the Village in developing and executing various Projects for the development, implementation, and management of the Plan consistent with this Scope of Services and the Consultant’s Proposal. The Services for the Plan shall be provided in three phases:

Phase 1: Identification of strategies and Projects for the Plan;

Phase 2: Development of an implementation program for the Plan; and

Phase 3: Management and Execution of the Plan.

2. The Consultant shall review, analyze, and consider the studies and reports identified in Section E of this Scope of Services.

**B. Phase 1: Develop the Resilient & Sustainable Infrastructure Program Strategy**

1. The program strategy will first identify and define the risks the Village faces by assessing environmental threats and infrastructure-related vulnerabilities. Based on the projected risks, the strategy will outline a mitigation approach to protect the Village and ensure a resilient and sustainable future. It will envision the Village in 2050, with clear resilient and sustainable infrastructure goals and supporting objectives to guide the effort and the investment required to achieve a safe, well-protected and resilient future. The vision will be framed by the desired economic, social, health and safety, and environmental outcomes.
2. Key considerations for the strategy include, but are not limited to:
  - a. Perform a community risk assessment to identify and evaluate climate and environmental related threats and infrastructure, systemic and regulatory/legal vulnerabilities to the Village
  - b. Identify and evaluate existing, ongoing and projected Village, Miami-Dade County or State of Florida strategies, or any other similarly impactful studies, programs, projects, actions, etc. and integrate into program strategy
  - c. Identify potential fundamental solutions to address the risks in order to protect the Village and lead to a more resilient and sustainable future for the community
  - d. Envision the Village in 2050 with designated infrastructure related goals and supporting objectives to guide the resilience efforts and investment needed to achieve the desired future
  - e. Align the resilient infrastructure program strategy with the Village’s overarching goals and objectives, its Vision Board’s visioning process, and its pending Comprehensive Master Plan

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

- f. Ensure the program strategy directly supports and complements the USACE Coastal Storm Risk Management (USACE CSRМ) plan to protect the Village’s oceanside shoreline and its resultant benefits
- g. Formulate the strategy’s guiding principles and structure a mitigation approach that details the necessary lines of efforts and their supporting actions to achieve the desired resilient and sustainable future for the Village
- h. Frame the vision by economic, social, health and safety and environmental considerations to demonstrate a positive return on investment to the community
- i. Create a program brand and a communications and engagement plan

**C. Phase II: Develop the Resilient and Sustainable Infrastructure Integration and Implementation Plan**

- 1. Based on the program strategy’s community risk assessment, program goals and objectives, and expected return on investment, the Resilient and Sustainable Infrastructure Integration and Implementation Plan further develops each of the lines of effort (LOE) to achieve the program’s 2050 vision.
- 2. Key considerations for the implementation plan include, but are not limited to:
  - a. Outline the Village’s five proposed lines of effort to fully define the comprehensive approach of the program. As a starting point the LOEs and their sub-efforts include, but are not limited to:
    - i. Shoreline Protection
      - 1. USACE CSRМ oceanside shoreline protection
      - 2. Seawalls and living shorelines for protection from back bay effects
      - 3. Village boundary protection
    - ii. Stormwater System Upgrades
      - 1. Gray solution
      - 2. Green solutions
      - 3. Water quality monitoring and solutions (BMP treatment trains)
      - 4. Outfall improvements
      - 5. Supporting land acquisition and easements
    - iii. Utility Resilience and Protection

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

1. Assess and integrate Florida Power and Light’s electrical line undergrounding and hardening options
  2. Include telecommunications utilities
  3. Integrate with water and sewer systems
    - a. Coordinate with Miami-Dade County -Water and Sewer Department for a list of programmed projects, a condition assessment of current assets, and a commitment to a combined plan
    - b. Create a standing joint powers agreement (JPA) for work integration
  4. Integrate remaining septic tank to sewer line transitions
- iv. Roadway and Right-of-Way Improvements
1. How the entire right-of-way can complement stormwater systems and water quality initiatives
  2. Resilient Infrastructure Program Strategy and Integrated Implementation Plan, and Supporting Program Management and Execution
  3. Evaluate strategic conversion of roads into one way to expand rights-of-way for increased stormwater storage
  4. Assess required elevations and changes in road configurations
  5. Identify potential materials to assist in leading to stormwater and water quality solutions
  6. Resulting in Village-wide complete streets
    - a. Integrating landscaping, shade and similar natural benefits
    - b. Assessing traffic flow and safety
    - c. Including street lighting
- v. Supporting Efforts
1. Code and regulation review

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

2. Seawall, living shoreline, native/resilient landscaping, base flood elevations initiatives
  3. Offer new design and building standard strategies
  4. Integrate with Miami-Dade County Local Mitigation Strategy (LMS)
  5. Consider affects from the National Flood Insurance Program’s changes in floodplain management and insurance
  6. Optimization of stormwater and related impact fee methodology
- b. For each LOE, develop an overarching goal and supporting objectives, priorities, estimated costs, timelines, funding strategy, action plan and desired outcomes
  - c. Integrate LOEs vertically across time, space and changing environmental conditions to create a fully synchronized 15-year capital improvement and a detailed implementation plan with a phased timeline and defined resultant outcomes
  - d. Chart a comprehensive, synchronized and prioritized program, project and action plan, showing project relationships and specifying project priority, project costs, potential operation and maintenance costs for each project, project timeline, project sequencing, funding sources, best procurement method, supporting resources, permitting requirements, etc.
  - e. Ensure program and supporting projects are fully synchronized with the USACE CSRSM project so that both efforts jointly protect the oceanside waterfront and the project’s benefits area east of Crandon Blvd.
  - f. Identify elements within specific LOEs that should be prioritized to sequence with the USACE oceanside shoreline protection efforts (dune enhancement/reinforcement, tieback walls from dune line to Crandon Blvd) so that the benefit areas east of Crandon Blvd will be safeguarded from back bay inundation due to sea level rise and storm surge (USACE construction is not anticipated to commence until 2027)
  - g. Identify required program resources to include staff structure and capacity, systems and processes, expertise, etc. to achieve program goals and objectives
  - h. Propose a staff execution task force charter that includes its purpose, composition, expertise, workflow and duties
  - i. Identify key collaborators, partners, experts and strategic relationships to support Village’s program efforts and investments

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

- j. Identify potential program constraints, restrictions and complexities. Offer creative ways to overcome these obstacles to maintain program synchronization
- k. Develop a combined internal and external funding strategy consisting of general funds, enterprise and special revenue funds, bonds, grants, revolving funds, appropriations, emerging programs, partnerships and pilot test opportunities
- l. Develop a method to manage, monitor, control and report program progress
- m. Develop a program and project risk management process
- n. Create a change management process to enable continued program and project synchronization
- o. Develop a lessons learned process to capture best practices and initiate necessary changes to the Village’s zoning, planning, building, public works, procurement, funding and construction ordinances, policies and standards
- p. Recommend program stewardship and compliance guidelines
- q. Establish a program evaluation plan comprised of metrics and methods to measure progress and a plan to monitor the operating environment to remain aware of changes, identify emerging opportunities and threats, and retain the agility to adjust accordingly

**D. Phase 3: Manage Execution of the Resilient & Sustainable Infrastructure Integration and Implementation Plan**

- 1. Consultant shall serve as the Village’s Program Manager during any construction phase related to, or stemming from, this Project. Any design and construction activity related to, or stemming from, the Project will be performed by firm(s) currently under contract with the Village through a CCNA solicitation process completed earlier this year (2021), or by firm(s) selected through a separate solicitation process independent from this RFQ. The Successful Respondent for this RFQ will be deemed ineligible to perform design, consulting, other A/E or construction services for the infrastructure improvement initiative projects that are part of the integrated implementation plan.
- 2. Consultant shall manage, coordinate and integrate multiple, concurrent infrastructure projects, at specific stages from assignment through completion. This includes, but is not limited to:
  - a. program management consisting of project scoping, project/program scheduling, cost estimating, recommending optimal procurement strategies, and risk assessment;
  - b. project initiation and program monitoring, controlling and reporting;
  - c. project/construction management throughout the project phases (planning, design, permitting, procurement, construction, closeout, warranty or related services);

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- d. as needed, assisting in the procurement of architecture, engineering, and construction services under the direction of the Village’s Procurement Officer, and in accordance with governing state law and Village ordinances and policies;
- e. assisting the Village in coordinating with outside agencies, and construction inspection;
- f. as needed, providing professional and technical expertise, such as architectural and engineering services and construction administration, CADD operator and construction inspector capabilities; and
- g. as needed, providing program support services such as public relations, budgeting, permitting, procurement and finance staff augmentation. Other services may include value engineering analysis, constructability reviews, materials compatibility analysis, and miscellaneous tasks associated with the Village’s Resilient & Sustainable Infrastructure Integration and Implementation Plan.

**E. General and Background Information for Scope of Services and Requirements**

**1. General Information**

- a. The Village is located on an island approximately six (6) miles into Biscayne Bay and connected to the mainland via the Rickenbacker Causeway. Crandon Boulevard, a four-lane road with a median, bisects the Village. Shopping centers and single purpose commercial buildings line Crandon Boulevard. Towards the west lies single family homes. The east side of Crandon Boulevard consists of mid to high rise multiple family buildings, one single family district, townhomes, and another single-family area that is part of a planned unit development. The incorporated Village is flanked by two large parks: Crandon Park to the north and Bill Baggs Cape Florida Recreation Area to the south. The latter receives over a million visitors per year and is a major contributor to traffic congestion on weekends and holidays. The Village is the home to approximately 15,000 residents living on 1.1 sq. miles.
- b. Through its earlier and ongoing work, the Village has developed a conceptual strategy consisting of five lines of effort as follows:
  - i. Shoreline protection
  - ii. Stormwater system enhancements
  - iii. Utilities resilience and protection
  - iv. Roadway improvements, and
  - v. Supporting planning, zoning, building and regulatory actions (see Figure A).
- c. To effectively guide the infrastructure improvement initiative, the Village envisions a three-step process, beginning with the development of a “Program Strategy, and an Integration and Implementation Plan.” Development of the Plan should begin with defining the overall strategy. The first two steps are distinct efforts to enable early and focused strategic and design thinking which will then set the vision and



**EXHIBIT “A”**  
**SCOPE OF SERVICES**

conditions for detailed integration and implementation planning. Once the implementation plan is developed, the third step is to form a program management team to oversee and execute the overall infrastructure improvement initiative.

**2. Background**

- a. Over the past 20 years, as the Village has grown and enhanced municipal service has been required, it has undertaken a range of studies and planning efforts that now serve as a foundation for developing the road map towards a future resilient Key Biscayne. These documents are available as context for the development of the requested “Program Strategy, Integration and Implementation Plan.”
- b. **Shoreline Protection. Coastal Risk Consulting Village of Key Biscayne Flood Vulnerability Assessment and Adaptation Report (2017)** - Coastal Risk Consulting, LLC (Coastal Risk) was retained by the Village of Key Biscayne (VKB or the Community) to perform a Flood Vulnerability and Risk Assessment, specifically focused on the effects of Sea Level Rise (SLR) and tidal flooding. Additionally, the assessment examines storm surge associated with hurricanes, and areas at risk for flooding due to groundwater.
- c. **Moffatt and Nichol / EAC Consulting Inc., Key Biscayne Beach Management Feasibility Study (2018)** - Provided a study along with conceptual engineering designs of beach nourishment and submerged breakwaters for the beach along Key Biscayne. Moffatt and Nichol (M&N) reviewed and compiled existing available data sets regarding beach profile conditions, shoreline positions, nearshore seagrass mapping, offshore waves, and sediment characteristics in the study area. M&N compiled, reviewed, and analyzed the wind, wave, and profile data. The annual shoreline changes and profile volume changes since 1997 were estimated, and the analyzed results were compared with the data in the 1997 Long Range Beach Nourishment Plan (1997 Report) prepared by other consultants. The net sand loss on the project area was reviewed and summarized relative to longshore sediment transport. The evaluation included a summary of beach management projects constructed on Key Biscayne since 1969, as well as graphics from the 1997 Plan referencing the impacts of Government Cut on the downdrift shoreline.
- d. **Utilities Resilience and Protection. Kimley-Horn Utility Undergrounding Master Plan** - In the Spring of 2017, Village Council took the first step in the complete utility undergrounding process and approved a consultant to prepare a master plan to map out the underground conversion to its completion. The master plan was completed in 2019 and provides a guide for the design and implementation of the utility undergrounding program. It also provides guidance on how to balance and manage priorities, such as cost, project duration, traffic impacts, and other capital improvement needs during the utility undergrounding project. This master plan summarized the following activities and recommendations: a) data

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collection, b) design criteria and conceptual design description, c) phasing and sequencing plan, d) project delivery methods, e) risk assessment, f) traffic management plan, g) public outreach program, h) opinion of schedule, i) opinion of probable cost.

- e. **Stormwater System.** Since the Village of Key Biscayne incorporated in 1991, it has performed a range of infrastructure master planning, design, construction, and management efforts to evolve the overall infrastructure system to where it is today. At the core of the system is the Village owned and operated stormwater drainage network of gravity driven drains, catchments, discharge wells and outfalls, distinct from the Miami-Dade Water and Sewer Department (MD-WASD) owned and operated water and sewer network. The stormwater network has evolved over the past 50 years from virtually non-existent to a rudimentary system to a relatively well-connected network of drainage basins generally flowing to outfalls or shallow wells. However, the system has aged significantly, and more challenging environmental boundary conditions have reduced the efficacy of the gravity driven system with ensuing inundation impacts. Evolution of the stormwater network has progressed gradually since Village incorporation in 1991 through various master planning and updating efforts (all of which are available from the Village as needed):
- i. **1993 – VKB Stormwater Master Plan** (developed, William, Hatfield, Stoner)
  - ii. **2001 – VKB Stormwater Master Plan** (update 1, TetraTech)
  - iii. **2011 – VKB Stormwater Master Plan** (update 2, TetraTech)
  - iv. **2015 – VKB Stormwater Master Plan (hydraulic analysis, EAC)** The 2015 update to the stormwater master plan focused on the hydraulic and hydrologic analyses and evaluation of VKB’s storm watershed, incorporating infrastructure improvements undertaken by the Village prior to 2015. The plan also proposed implementation tasks as well as improvements needed to achieve an acceptable stormwater management level of service for the Village. The effort did not incorporate sea level rise considerations or climate change impacts to precipitation events. Tier One Improvements – Tideflex Valves (completed) Tier Two Improvements – Identified critical basins, proposed new drainage wells, recommended infrastructure improvements (SEA LEVEL RISE NOT CONSIDERED)
  - v. **2019 – Technical Memorandum for Development of Design-Build Criteria for Stormwater and Road Improvements for the K-8 Basin of the Village of Key Biscayne (GIT Consulting LLC.)** - Established the existing hydrologic conditions to determine current flood elevations and identify deficiencies of the stormwater system for mitigation of flooding events in the vicinity of the K-8 School. Utilized SLR predictions for 2040 and 2060 to determine future hydrologic conditions and potential increase in flood elevations, frequency and duration of flooding. Evaluated future hydrologic conditions for years 2040 and 2060 using projected sea level rise conditions based on the projections developed by United States Army of

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

Corp Engineers (USACE). Developed design criteria for road elevations and stormwater system improvements which took into consideration years 2040 and 2060 as the future hydrologic conditions combined with projected sea level rise scenarios. Proposed and evaluated a set of stormwater improvements. The objective of the improvements was to mitigate current flooding within the K-8 school stormwater basin of the Village of Key Biscayne and flooding for future conditions in 2040 and 2060.

- vi. **2020 – Technical Memorandum Depth of Flood Damage Analysis of the Properties within the K-8 School Area** (GIT Consulting LLC.) Analyzed costs of structural damages and road closures based on depth damage function (DDF) analysis for 134 households and associated roads of Village of Key Biscayne (VKB) within the K-8 School area before and after mitigation. The analysis included five different scenarios consistent with the Federal Emergency Management Agency’s (FEMA) specifications for reporting DDF and extended outside of the domain to account for benefits to adjacent properties by including four additional properties to total of 138 households. The memorandum covered: a) Review of existing and pre-mitigation hydrologic conditions for the area in the vicinity of the K-8 School, b) analysis of hydrologic conditions in post-mitigation scenarios, and c) development of damage estimates as per FEMA/Florida Department of Transportation (FDOT) methodologies.
- vii. **2020 (May) – Village Council approves agreement with AECOM** - The focus of the agreement is design criteria professional services for stormwater utility and right-of-way improvements. AECOM will be charged with the development of the Design Criteria Packages for improvement of the overall stormwater system and implementation of the Tier 2 Improvements identified in the 2015 VKB Stormwater Master Plan hydraulic analysis conducted by EAC.
- viii. **2021 (April) – AECOM Task Order 1 (completed)** - Task Order 1 was focused on: 1) an evaluation of the VKB stormwater master plan hydraulic analysis (2015) and completion of a gap analysis on the numerical utilized, 2) a boundary conditions analysis (rainfall, tides, sea level rise), 3) discharge opportunity/deficit analysis, and 4) evaluation of rightsof- way and suitable green infrastructure options.

**f. Roadway Improvements**

- i. **Corradino Group, Transit Mobility Study 2015** – Consultant developed a transit mobility study to address island-wide transportation concerns, both internal circulation (within the Village) as well as external (in and out of the Village). Traffic congestion, safety and roadway system capacity were addressed.
- ii. **Village-wide High Resolution LIDAR Survey of Roadways and Infrastructure Assets (2021-2022)**

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

1. This ongoing project will provide the Village land surveying services for stormwater utility and right-of-way improvements. Surveying is being undertaken in accordance with all applicable laws, building and environmental regulations, including code requirements for the State of Florida, Miami-Dade County, and the Village of Key Biscayne. The Village is obtaining a topographic survey of all publicly owned rights-of-way utilizing LiDAR scanning technology to include the following:
  - a. Centerlines, rights-of-way, survey curve data, and ownership (property) lines
  - b. A graphical baseline
  - c. Locate edges of pavement, sidewalks, driveway locations and material, fire hydrants, water and force main valves, water service meters, paved areas, utility castings, curb and gutters, signs, utility and light poles, walls, fences, pad mounted electrical equipment and communications pedestals, Pump Stations (full surface feature locations, rims, valves, controls, structure limits), edges of water (lakes, ocean, intercoastal waterways, wetlands, retention areas, etc.), and all other significant aboveground features within the Survey limits with the exception of: Storm and sanitary sewer structures (rims and inverts, pipe size and material), and sewer lateral cleanout locations shall not be obtained as part of this survey.
  - d. All trees with a 3-inch diameter or greater or 12 feet high or greater
  - e. All road names, lot/block numbers, easements (utility, drainage, etc.), geographical
  - f. tie-downs to centerline of at least one major road.
  - g. All elevations will be referenced to the North American Vertical Datum of 1988
  - h. (NAVD88)
  - i. All control points will have Northing and Easting
  - j. Finished floor elevation of buildings, homes, garages, etc.
  - k. 3D data viewing platform such as SCENE 2go or equivalent (as an add alternate)
- g. **Supporting Planning, Zoning, Building and Regulatory Actions**
  - i. **Corradino Group, Evaluation and Appraisal Report (EAR) 2018** – The Evaluation and Appraisal Report (EAR) is a periodic analysis of the goals, objectives, and policies set forth in the Village's Master Plan (comprehensive plan) required by State law. The State of Florida requires each city to produce an EAR every seven years. The Village's most recently completed EAR was due to the State on July 1, 2018. The EAR evaluated

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

each element of the Village’s Comprehensive Masterplan and suggested amendments to the plan.

- ii. **Key Biscayne Sustainability Plan (2014)** – The Sustainability Plan’s intent is to help the Village of Key Biscayne develop and implement policies and initiatives consistent with responsible stewardship of Key Biscayne’s environment and infrastructure. It included a series of short- and long-term goals to be managed by a full-time Sustainability and Procurement Director.

**EXHIBIT “B”**  
**CONSULTANT’S PROPOSAL**

**[INSERT CONSULTANT’S PROPOSAL]**

**EXHIBIT "C"**  
**RATE SCHEDULE**

Resilient Infrastructure Program Strategy & Integrated Implementation Plan, and Supporting  
Program Management & Execution

**Hourly Billing Rate Sheet**

<b>Labor Classification</b>	<b>Hourly Rate</b>
Engagement Outreach Specialist	\$75
Clerical	\$77
Program Assistant	\$85
Technician	\$92
Program Administrator	\$110
Construction Inspector	\$112
Sr. Engagement Outreach Specialist	\$110
Designer	\$112
Staff Engineer/Scientist	\$122
GIS Specialist	\$135
Construction Coordinator	\$131
Project Engineer/Architect/Scientist	\$150
Program Scheduler	\$160
Resident Project Representative	\$144
Sr. Technician	\$160
Sr. Resident Project Representative	\$158
Sr. Proj. Engineer/Architect/Scientist	\$180
Sr. Program Controls	\$195
Engineering Manager	\$190
Construction Manager	\$215
Project Manager	\$210
Senior Project Manager	\$240
Senior Cost Estimator	\$225
Senior Construction Manager	\$260
Technical Specialist	\$252
Senior Technical Specialist	\$271
Program Director	\$266
Lead Program Manager	\$295



Resilient Infrastructure Program Strategy & Integrated Implementation Plan, and Supporting  
Program Management & Execution

**Hourly Billing Rate Sheet**

<b>Labor Classification</b>	<b>Hourly Rate</b>
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Sr. Resident Project Representative	\$158
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# VILLAGE OF KEY BISCAINE

*Village Council*  
**Michael W. Davey, Mayor**  
**Brett Moss, Vice Mayor**  
**Frank Caplan**  
**Luis Laurodo**  
**Allison McCormick**  
**Edward London**  
**Ignacio J. Segurola**

*Village Manager*  
**Steven C. Williamson**

## MEMORANDUM

DATE: July 26<sup>th</sup>, 2022  
TO: Honorable Mayor and Councilmembers  
FROM: Steven C. Williamson, Village Manager  
RE: Authorize Expansion of Freebee Vehicle Fleet to Include 1 Additional Vehicle for Increased On-demand Service, Lower response Times and Offset Loss of County Bus Along Harbor Drive

## RECOMMENDATION

Authorize the Village Manager to coordinate with Freebee to include 1 additional vehicle to meet increasing demand, reduce wait times and offset the loss of County bus service along Harbor Drive. The cost of expanding the vehicle fleet by 1 unit is covered by increased CITT revenues directed to Key Biscayne and aggressive negotiations by staff to bring the additional vehicle into the fleet in an amount not to exceed \$77,000 (cost of 1 vehicle) under the terms of the current contract.

## BACKGROUND

In response to the community wide concern over on-going traffic conditions, in 2016 the Village Council approved implementing the Freebee free transit service to help alleviate traffic congestion problems internal to Key Biscayne. Freebee was the recommended micro-transit solution to circulate across the Village. Over the past 5 years, ridership on Freebee has steadily grown year to year from 2016 to 2021 (annual total passengers transported: ~1000, 31,330, 83,787, 111,356, 64,708, 83,639 respectively). It is important to note that ridership in 2020 and 2021 was dramatically impacted by the COVID19 pandemic, however, in 2021 ridership bounced back significantly despite the pandemic and continues to rise. As popularity and demand for the Freebee service has grown, Village Staff recently submitted a grant application to the Florida Department of Transportation to secure funding for an additional three vehicles if successful, however, recent increases in CITT revenue to Key Biscayne will immediately allow for the addition of one vehicle to the existing five vehicle fleet bringing the total number of vehicles available to the community to six under the existing Freebee agreement which expires June 30, 2023. Should the Village be successful in its FDOT grant application for additional vehicles beyond 6, (e.g. vehicle 7 and 8), a new agreement will be negotiated to cover the fully expanded fleet using a combination of CITT funds as well as grant funds which carry a 50% match.

The one additional Freebee on-demand vehicles will be brought online to reduce response times for on-demand pick ups, be available when necessary to absorb the demand generated by the



## VILLAGE OF KEY BISCAYNE

discontinuation of County bus service down Harbor Drive as well as respond to additional trips generated from the new beach access paths currently being established at the Sands and Island House Condominiums. The goal is to also reduce wait times thereby increasing convenience to residents and lowering the need for single occupancy vehicles to reach demand centers.

### **DESCRIPTION OF EXPANDED SERVICE**

The Village's current Freebee Public Transit Service consist of five (5) 5-passenger Freebee electric vehicles with ADA accessibility. The Village is requesting to add one (1) more Freebee on-demand vehicles. The additional Freebee vehicle service will mirror the existing on-demand services (Sunday - Thursday 8am - 8pm, Friday 8am - 10pm, Saturday 10am - 10pm). The expansion of the Freebee public transit on-demand services is geared towards helping reduce peak hour traffic congestion. During non-peak hours, Freebee on-demand response service will provide inter-Village trips between 9:00 a.m. to 4:00 p.m. The Key Biscayne Freebee Public Transit Service will remain an on-demand app-based service that allows users to request rides on-demand (when riders want it) from anywhere in the Village (wherever they need it) to freely travel within the Village boundaries (Freebee will also takes riders into Bill Baggs State Park and Crandon Beach Park just outside the municipal boundary). The service also provides free on-demand rides to connect passengers to the Miami-Dade County mass public transit bus system as a logical link of service to regional transit and serves as the first and last mile connection for public transit users in the Village of Key Biscayne.

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

**RESOLUTION NO. 2022- \_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BEEFREE, LLC D/B/A FREEBEE TO ADD ONE VEHICLE TO THE VILLAGE'S ON-DEMAND TRANSIT SERVICE FOR THE REMAINDER OF THE CONTRACT TERM IN AN AMOUNT NOT TO EXCEED \$77,000; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 9, 2020, the Village of Key Biscayne (the "Village") entered into an agreement (the "Agreement") with Beefree, LLC d/b/a Freebee (the "Contractor") for the provision of a mobile-based, on-demand, and circulator transportation service (the "Services") in the Village, which Agreement is set to expire on June 30, 2023; and

**WHEREAS**, the Contractor currently operates five (5) Freebee electric vehicles as part of the Services; and

**WHEREAS**, the Village desires to increase the number of vehicles provided as part of the Services to six (6) Freebee electric vehicles (the "Additional Services"); and

**WHEREAS**, the Village Council desires to authorize the Village Manager to negotiate and enter into a first amendment (the "Amendment") to the Agreement to provide the Additional Services for the remainder of the Agreement term in an amount not to exceed \$77,000; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1.     Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.**     **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and enter into an Amendment with the Contractor for the Additional Services for the remainder of the Agreement term in an amount not to exceed \$77,000, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

**Section 3.**     **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MICHAEL W. DAVEY, MAYOR

ATTEST:

\_\_\_\_\_  
JOCELYN B. KOCH  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY





# VILLAGE OF KEY BISCAINE

*Village Council*

**Michael W. Davey, Mayor**

**Brett Moss, Vice Mayor**

**Frank Caplan**

**Luis Lauredo**

**Edward London**

**Allison McCormick**

**Ignacio J. Segurola**

*Village Manager*

**Steven C. Williamson**

## MEMORANDUM

DATE: July 26, 2022  
TO: Honorable Mayor and Councilmembers  
FROM: Steven C. Williamson, Village Manager  
RE: Beach Park Renovations Construction Documents Approval and Contract Award

### RECOMMENDATION

I recommend that Village Council authorize the Village Manager to execute an agreement with Tamara Peacock Company Architects (Peacock Architects) to provide professional design and engineering services (Exhibit "A") to perform improvements for the Village's Beach Park located at 650 Ocean Drive in an amount not to exceed \$162,888. The project will include developing 100% construction documents, assisting with the bidding & permitting, and construction administration. Project is funded through FY22 CIP "Improve Beach Park" with funding from ARPA.

### BACKGROUND

The Beach Park Improvement Project is a FY22 capital improvement project. Beach Park is located at 650 Ocean Drive and is the Village of Key Biscayne's only publicly owned access to the beach. Peacock Architects is a preselected firm for as-needed services in compliance with CCNA. The Village selected Peacock Architects to design the improvements of Beach Park including the conceptual design, construction documents, bidding and permitting assistance, and construction administration for the park's improvements.

Village staff with Peacock Architects developed conceptual design alternatives for Beach Park informed by feedback from two public meetings held on October 27 and December 2 of 2021, a public survey performed in November 2021 with 233 respondents, and a Police Department study focused on incorporating the principals of Crime Prevention Through Environmental Design (CPTED) in parks. Public feedback revealed the top three uses of the park are for enjoying nature, passive relaxation, and accessing the beach. The top three biggest areas of concern are the bathrooms, overall cleanliness, and lack of parking. Peacock Architects and staff considered these priorities in developing the final schematic design of Beach Park.

This conceptual design process resulted in development of two design options with one being the preferred design presented to Council at the May 10<sup>th</sup> council meeting. Staff and Peacock Architects refined the preferred design based on Council feedback. Specific changes incorporated based on Council feedback include prioritizing improving the entryway in Phase 1 and removing



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## VILLAGE OF KEY BISCAYNE

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the amphitheater area from the west green space area.

The final schematic design is provided in Exhibit "A". The project will include the renovation of the existing pavilion including structural repairs to the roof and handrail replacement, restroom renovation and/or relocation, upgrades of the security entrance, installation of fencing along the north perimeter half wall to match existing, installation of new hedges along north perimeter half wall, removal of the existing wooden ramp and installation of new ADA ramp to pavilion, upgrade of the existing splash pad, and addition of beach-side amenities.

The improvements to Beach Park will be constructed in phases. This will allow the park to remain open, maintaining access to the beach, while construction continues. Phase 1 will focus on improving life safety elements including the entryway, fencing, pavilion improvements, and restrooms. Phase 2 will replace the children's splashpad and playground, add small scale adult exercise equipment, and prepare the west green space area. Phase 3 will focus on the beachside improvements incorporating a raised viewing area, raised path, and improved dune.

Staff negotiated labor hours and rates for each labor classification potentially involved and finds them fair and reasonable. The total fee for services shall be a Stipulated Sum not to exceed \$162,888.

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.



**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA, INC. TO PROVIDE PROFESSIONAL DESIGN AND ENGINEERING SERVICES FOR THE VILLAGE BEACH PARK IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$162,888; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Key Biscayne (“Village”) issued Request for Qualifications No. 2021-08 (“RFQ”) for continuing professional services relating to architecture and engineering services; and

**WHEREAS**, pursuant to the RFQ, the Village Council selected The Tamara Peacock Company Architects of Florida, Inc. (the “Consultant”) as one of the consultants to provide continuing professional services relating to architecture and engineering services and authorized the Village Manager to execute an agreement with Consultant; and

**WHEREAS**, the Village Council requires professional design and engineering services (the “Services”) for the Village Beach Park Improvement Project (the “Project”); and

**WHEREAS**, the Village Council desires to authorize the Village Manager to issue a work order to the Consultant to provide the Services for the Project in an amount not to exceed \$162,888, consistent with the Proposal, attached hereto as Exhibit “A,” and the continuing professional services agreement entered into between the Village and the Consultant; and

**WHEREAS**, the Village Council finds that this Resolution is in the best interest and welfare of the citizens of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1.     Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.**     **Authorization.** The Village Manager is hereby authorized to issue a work order to the Consultant for the provision of the Services for the Project consistent with the Proposal attached hereto as Exhibit "A" and the continuing professional services agreement in an amount not to exceed \$162,888.

**Section 3.**     **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MICHAEL W. DAVEY  
MAYOR

ATTEST:

\_\_\_\_\_  
JOCELYN B. KOCH  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY



## EXHIBIT "A"

1512 East Broward Blvd., Ste. 102  
Fort Lauderdale, FL 33301  
954 728 8000  
www.peacockarchitect.com

July 5, 2022

**Village of Key Biscayne, Florida**

Jake Ozyman, PE  
88 West McIntyre Street,  
Key Biscayne, FL 33149  
Email: jozyman@keybiscayne.fl.gov  
Phone: (305) 365-75685

**RE: Beach Park Renovations  
Construction Documents  
650 Ocean Dr, Key Biscayne, FL 33149**

Dear Mr. Ozyman:

The Tamara Peacock Company Architect is pleased to submit this Letter of Agreement for professional architectural services on the above referenced project as described under Basic Services below.

**PROJECT DESCRIPTION:**

The following Scope of Services is proposed by Peacock Architects as requested by the Village of Key Biscayne for the Beach Park improvements project. The scope of services to be furnished under this contract includes site design and construction documents preparation services. The basis of compensation will be a stipulated sum based upon the fee breakdown schedule attached to this agreement.

Peacock Architects will provide professional design and engineering services to perform improvements for the Village's Beach Park located at 650 Ocean Drive. The basis of design for the construction documents will utilize the attached Exhibit A schematic site plan. This will include architectural, landscape, structural engineering, and M/E/P engineering improvements. The project will include the renovation of the existing pavilion including structural repairs to the roof and handrail replacement, restroom renovation and/or relocation, upgrades of the security entrance, installation of fencing along the north perimeter half wall to match existing, installation of new hedges along north perimeter half wall, removal of the existing wooden ramp and installation of new ADA ramp to pavilion, upgrade of the existing splash pad, and addition of beach-side amenities. Floor plans, site plans, roof plans, details, and elevations will be provided as required. Landscape Architecture, Structural Engineering, and MEP services will be included per the Architectural Letter of Agreement, any additional consultants will be part of the additional services as stated below.

**BASIC SERVICES:**

Disciplines include: Design professional services for Architectural, Landscape, Structural, and M/E/P Engineering.

The different phases of the project will include: 30% Construction Documents, 60% Construction Documents, 90% Construction Documents, 100% Construction Documents, Bidding & Permitting, and Construction Administration.



## PEACOCK ARCHITECTS

1512 East Broward Blvd., Ste. 102  
Fort Lauderdale, FL 33301  
954 728 8000  
[www.peacockarchitect.com](http://www.peacockarchitect.com)

### **TASKS:**

#### **DESIGN DEVELOPMENT DOCUMENTS (30%)**

Based on approved written program from the Owner submitted Schematic Design (Exhibit A) and code requirements, the architect will prepare design development drawings to reach a level of completeness that demonstrates the project can be built. The drawings are overlaid with more detailed information from an array of multidisciplinary consultants to evaluate how the systems, material selection, and detailing reflect the schematic design concept. This includes revision to the conceptual site plan, floor plans, elevations, roof plan, typical sections, and roof deck in Revit format. The design team will work out detailed coordination issues, while enhancing the project, so that major revisions are not needed during the construction documents phase.

#### **CONSTRUCTION DOCUMENT PHASE (90%)**

Based on the approved documents and further adjustments in the scope of quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare Construction Documents package for permitting purposes. Said Construction Documents will consist of drawings setting forth in detail the architectural requirements for construction for the scope of work listed under basic services listed above. These documents will set the parameters for the construction process, comprising of legal, procedural, and construction information. They will describe in detail (written and graphic form) the components of the project that need to be fabricated and assembled in order for the project to be built. At this phase of the project, all consultants will be working together in combination to coordinate all disciplines of the project including architectural, landscape, mechanical, electrical, plumbing, structural, and site civil. Additional consultants may be added on an as-needed basis, authorized by the Owner and reimbursed in as additional services as listed below.

#### **BIDDING/PERMITTING PHASE (100%)**

Through the bidding and permitting phase, the Architect will provide appropriate responses to building department (or other governing agency) comments delivered to our office during the permitting process or construction phase. Our office will also assist the client in obtaining and negotiation construction contract with qualified Construction Company(s).

#### **CONSTRUCTION ADMINISTRATION PHASE**

(to be billed hourly as agreed upon with the Village of Key Biscayne)

The Architect will attend two (1) site meeting per month conducted and administered by during the construction phase to provide interpretation of the construction documents drawings, generated by our office as stated part of the scope of work listed under basic services referenced above, where justifiable clarification is necessary. We will also provide review of shop drawings for design intent provided by the Owner once and approved by the general contractor.

### **FEES:**

Our fee for services above shall be Stipulated Sums, see fee schedule attached. Summary of fees is as follows:

Architectural.....	\$ 36,423.00
Landscape Architecture .....	\$ 22,020.00
Structural Engineer.....	\$ 5,950.00
M/E/P Engineer.....	\$ 6,420.00
Project Management.....	\$ 18,377.00
Civil Engineering.....	\$ 58,890.00
<b>Total Fee for Design Services.....</b>	<b>\$148,080.00</b>
Contingency (10%).....	\$ 14,808.00
<b>Total Project Fee.....</b>	<b>\$162,888.00</b>



**PEACOCK ARCHITECTS**

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Again, we appreciate this opportunity. If you have any comments or concerns, please do not hesitate to contact us.

Sincerely,

Tamara Peacock, President  
Tamara Peacock Company, Architect

ACCEPTANCE of PROPOSAL

By: \_\_\_\_\_

Date: \_\_\_\_\_





## PEACOCK ARCHITECTS

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### Reimbursable Fee Schedule

Effective January 1, 2007

DESCRIPTION	AMOUNT
8 1/2" x 11" Facsimiles	\$ 2.00 ea.
8 1/2" x 11" Copies	\$ .10 ea.
8 1/2" x 11" Color Copies	\$ 2.00 ea.
8 1/2" x 14" Copies	\$ .15 ea.

#### Reproductions

11" x 17" Blackline Print	\$ 2.00 ea.
24" x 36" Sepia	\$ 8.00 ea.
24" x 36" Mylar	\$ 15.00 ea.
24" x 36" Blackline Print	\$ 3.00 ea.

#### Color Prints Unmounted

	Color	Glossy Color
8 1/2" x 11"	\$ 2.00 ea.	\$ 5.00 ea.
8 1/2" x 14"	\$ 4.00 ea.	\$ 10.00 ea.
11" x 17"	\$ 4.00 ea.	\$ 10.00 ea.
18" x 24"	\$ 5.00 ea.	\$ 15.00 ea.
24" X 36"	\$ 5.00 ea.	\$ 15.00 ea.

#### Mounted Boards

	Color	Black & White
11" x 17" Color Boards	\$ 20.00 ea.	\$ 15.00 ea.
11" x 17" Glossy Color Boards	\$ 25.00 ea.	\$ 20.00 ea.
24" x 36" Color Boards	\$ 40.00 ea.	\$ 30.00 ea.
24" x 36" Glossy Color Boards	\$ 50.00 ea.	\$ 35.00 ea.
30" x 40" Color Boards	\$ 40.00 ea.	\$ 30.00 ea.
30" x 40" Glossy Color Boards	\$ 50.00 ea.	\$ 35.00 ea.
40" x 60" Color Boards	\$ 50.00 ea.	\$ 35.00 ea.
40" x 60" Glossy Color Boards	\$ 60.00 ea.	\$ 45.00 ea.

\* it is customary to add an administrative fee of 10% for all outside reimbursables

KEY BISCAVNE BEACH PARK RENOVATION: FEE DISTRIBUTION

PROJECT NUMBER:

BEACH PARK RENOVATIONS

PROFESSIONAL SERVICES FOR DESIGN CRITERIA PACKAGE - BEACH PARK RENOVATIONS

Fee Breakdown For Basic Design Professional Services													
Classification	Blended Rate (\$)	Multiplier	30% Construction Documents		90% Construction Documents		100% Construction Documents		Bidding and Permitting		Construction Administration		Total
			Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	
<b>Architect</b>			<b>153.00</b>	<b>\$ 16,675.00</b>	<b>250.00</b>	<b>\$ 26,800.00</b>	<b>80.00</b>	<b>\$ 8,380.00</b>	<b>28.00</b>	<b>\$ 2,945.00</b>	<b>0.00</b>	<b>\$ -</b>	<b>\$ 54,800.00</b>
Principal in Charge	\$ 250.00		8.00	\$ 2,000.00	10.00	\$ 2,500.00	2.00	\$ 500.00	1.00	\$ 250.00	0.00	\$ -	\$ 2,750.00
Project Architect	\$ 130.00		30.00	\$ 3,900.00	45.00	\$ 5,850.00	15.00	\$ 1,950.00	5.00	\$ 650.00	0.00	\$ -	\$ 6,500.00
Project Manager	\$ 110.00		40.00	\$ 4,400.00	75.00	\$ 8,250.00	23.00	\$ 2,530.00	7.00	\$ 770.00	0.00	\$ -	\$ 7,700.00
CADD/ Graphic Designer	\$ 85.00		75.00	\$ 6,375.00	120.00	\$ 10,200.00	40.00	\$ 3,400.00	15.00	\$ 1,275.00	0.00	\$ -	\$ 11,050.00
<b>Landscape Architect</b>			<b>75.00</b>	<b>\$ 7,500.00</b>	<b>130.00</b>	<b>\$ 12,850.00</b>	<b>17.00</b>	<b>\$ 1,670.00</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>\$ 22,020.00</b>
Project Architect	\$ 130.00		25.00	\$ 3,250.00	40.00	\$ 5,200.00	5.00	\$ 650.00	0.00	\$ -	0.00	\$ -	\$ 3,900.00
CADD/ Graphic Designer	\$ 85.00		50.00	\$ 4,250.00	90.00	\$ 7,650.00	12.00	\$ 1,020.00	0.00	\$ -	0.00	\$ -	\$ 5,270.00
<b>Structural Engineer</b>			<b>6.00</b>	<b>\$ 600.00</b>	<b>42.00</b>	<b>\$ 4,110.00</b>	<b>13.00</b>	<b>\$ 1,240.00</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>\$ 5,950.00</b>
Project Engineer	\$ 130.00		2.00	\$ 260.00	12.00	\$ 1,560.00	3.00	\$ 390.00	0.00	\$ -	0.00	\$ -	\$ 650.00
CADD/ Graphic Designer	\$ 85.00		4.00	\$ 340.00	30.00	\$ 2,550.00	10.00	\$ 850.00	0.00	\$ -	0.00	\$ -	\$ 1,190.00
<b>M/E/P Engineer</b>			<b>8.00</b>	<b>\$ 815.00</b>	<b>47.00</b>	<b>\$ 4,535.00</b>	<b>11.00</b>	<b>\$ 1,070.00</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>\$ 6,420.00</b>
Project Engineer	\$ 130.00		3.00	\$ 390.00	12.00	\$ 1,560.00	3.00	\$ 390.00	0.00	\$ -	0.00	\$ -	\$ 780.00
CADD/ Graphic Designer	\$ 85.00		5.00	\$ 425.00	35.00	\$ 2,975.00	8.00	\$ 680.00	0.00	\$ -	0.00	\$ -	\$ 1,105.00
<b>Total Hours &amp; Fee (Per Phase)</b>			<b>153.00</b>	<b>\$ 16,675.00</b>	<b>250.00</b>	<b>\$ 26,800.00</b>	<b>80.00</b>	<b>\$ 8,380.00</b>	<b>0.00</b>	<b>\$ 2,945.00</b>	<b>0.00</b>	<b>\$ -</b>	<b>\$ 28,000.00</b>
<b>Total Percentage (Per Phase)</b>			<b>29%</b>		<b>54%</b>		<b>14%</b>		<b>3%</b>		<b>HOURLY</b>		

DESIGN FEES	
Total Fee For Basic Design Professional Services	\$ 89,190.00
Total Hours For Basic Design Professional Services	\$ 483.00
Reproduction Expenses	-
Non-Destructive/Destructive Testing (Including Repairs)	\$ -
<b>Grand Total Design Fee (Including Allowances)</b>	<b>\$ 89,190.00</b>



Proposed Civil Engineering Scope for Beach Park Improvements, Village of Key Biscayne, June 2022

Proposed Schedules of Fees

Title	Senior. Prof. Eng	Fee (Sr. Eng)	Proj. Engineer	Fee (Proj. Engineer)	CADD Technician	Fee (CADD)	Total Time	Task Total	Percentage per task
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	
Hourly rate		\$165.00		\$130.00		\$85.00			
<b>SCHEMATIC DESIGN (SD) PHASE</b>	20	\$3,300.00	50	\$6,500.00	44	\$3,740.00	114	\$13,540.00	23%
<b>DESIGN DEVELOPMENT (DD) PHASE</b>	30	\$4,950.00	46	\$5,980.00	210	\$17,850.00	286	\$28,780.00	49%
<b>FINAL BID CONSTRUCTION DOCUMENTS (BD) PHASE</b>	6	\$990.00	30	\$3,900.00	24	\$2,040.00	60	\$6,930.00	12%
<b>BIDDING AND AWARDING SERVICES (AS) PHASE</b>	4	\$660.00	16	\$2,080.00	16	\$1,360.00	50	\$4,100.00	7%
<b>CONSTRUCTION ADMINISTRATION (CA) PHASE</b>	8	\$1,320.00	8	\$1,040.00	4	\$340.00	20	\$2,700.00	5%
<b>MEETINGS</b>	12	\$1,980.00	4	\$520.00	4	\$340.00	20	\$2,840.00	5%

**TOTAL**

**\$58,890.00**

GIT Consulting LLC • 2665 S. Bayshore Drive, Suite 220 Coconut Grove, Florida 33133  
Ph: 305-632-9386 • Fax (305) 200-0168, email: georgio@gitconsulting.net

# EXHIBIT A





# VILLAGE OF KEY BISCAIYNE

*Village Council*  
**Michael W. Davey, Mayor**  
**Brett Moss, Vice Mayor**  
**Frank Caplan**  
**Luis Lauredo**  
**Allison McCormick**  
**Edward London**  
**Ignacio J. Segurola**

*Village Manager*  
**Steven C. Williamson**

## MEMORANDUM

DATE: July 26, 2022  
TO: Honorable Mayor and Councilmembers  
FROM: Steven C. Williamson, Village Manager  
RE: Manager's Report

### Section 1: Safe and Secure Village

#### *a) Electric Scooter and motorized bike safety, "Scoot Safe" update (Police Chief Frank Sousa)*

The Key Biscayne Police Department, in partnership with Fire-Rescue, PROS & the Village's Communications and Community Engagement Coordinator continues to lead the Scooter Safety Taskforce focused on communication, awareness, and education that addresses safety concerns of all persons driving, biking, scooting, walking along Crandon Boulevard and the interior streets of the Village.

Since the campaign's kick-off in June 2022, the following has been accomplished:

- Police officers have instructed over 350 summer camp students on Scoot Safe initiatives
- A Scoot Safe press release was released on June 30, 2022 (reference exhibit 1.a)
- Scoot Safe flyers are being distributed and available in various village business locations (reference exhibit 1.b)
- KB police department hosted an open house event on the 4<sup>th</sup> of July where helmets were distributed & safety tips shared with the community
- A parent/community educational class was scheduled at the Community Center on July 7, 2022.

The Village Administration's priority continues to focus on the principle that safety comes first and ultimately drives everything.

### Section 2: Thriving and Vibrant Local Community and Marketplace

*No updates to report*

### Section 3: Engaging and Active Public Spaces and Programs

#### *a) Youth Program, Special needs and Athletic Fields updates (Parks, Recreation and Open*



# VILLAGE OF KEY BISCAYNE

*Spaces Director Todd Hofferberth)*

## Youth Programming

In February 2022, the Village Manager established a Youth Engagement Task Force charged with developing a comprehensive list of youth programming activities available to the community.

The list will:

1. Be shared with our community partners and parents to ensure everyone is aware of the existing opportunities
2. Support task force members in performing a gap analysis to identify areas of improvement. Once the analysis is completed, the Village and its community partners will begin providing targeted youth service activities to address those gaps. The programs will ensure that every child has an opportunity to feel safe, active, involved, and respected.
3. The final step will be the consideration of reinstating a Youth Council

The task force will reconvene at the beginning of the 2022/2023 school year to identify opportunities in the upcoming academic and fiscal year.

## Special Needs Programming

At the June 28, 2022, Budget Workshop, parents addressed Village Council requesting that additional services be made available throughout the community to address special needs programming. The City of Coral Gables was identified as having standards that the Village should replicate. In late summer, Parks, Recreation and Open Spaces (PROS) staff will be scheduling a site visit to the Coral Gables Parks and Recreation department to share best practices and identify areas for opportunity and development. PROS staff has also reached out to other organizations such as the Easter Seals, Best Buddies, and the Dan Marino Foundation to obtain resources to assist with this endeavor. Ultimately, the Village intends to integrate these concepts and ideas to further enhance and improve our existing programs.

## Athletic Field Programs Update

PROS staff and the Youth Athletics Advisory Board (YAAB) met with representatives of each athletic program to review programming and budgets for the upcoming season. Larger programs such as soccer and field hockey have been frozen at last season's registration maximums.

Registration for Key Biscayne residents began in July for the fall athletic programs. Non-resident registration will be eliminated from all division 10 and under programs in the 2022/2023 year.

In July 2022, the online registration pilot was initiated for the Volleyball program. An assessment of the success of the online registration process will be provided to the Village Council at the October 11th Council Meeting.



## VILLAGE OF KEY BISCAYNE

### **Section 4: Accessible, Connected, and Mobile Village-Wide Transportation**

*No updates to report*

### **Section 5: Resilient & Sustainable Environment and Infrastructure**

*No updates to report*

### **Section 6: Effective and Efficient Government Services**

#### ***a) Quarterly update (Chief Financial Officer Benjamin Nussbaum)***

Reference presentation in Exhibit 6.a

#### ***b) CIP project update (CIP & Grants Manager Collen Blank)***

Reference presentation in Exhibit 6.b

#### ***c) A motion determining the proposed millage rate, and the date, time and place for the first and second public budget hearings (Chief Financial Officer Benjamin Nussbaum)***

Reference memo in Exhibit 6.c



June 30, 2022

# VILLAGE OF KEY BISCAYNE

## Village of Key Biscayne Launches SCOOT SAFE Campaign to Ensure Scooter Safety Throughout the Community



The Key Biscayne Police Department, in partnership with Fire Rescue, and Parks & Recreation, has launched the new scooter safety campaign: **Scoot Safe**.

Scoot Safe is focused on the awareness, education, and enforcement of scooter safety throughout the village for the well-being and enjoyment of our island paradise for all.

"We are rolling out this campaign in a holistic effort to get our message out: scooter safety is about community safety," Police Chief Frank Sousa said. "We are communicating the dos and don'ts of scooter driving with children but also their parents – so that no one is surprised as we enforce the fines and penalties that come with not obeying the law."

The task force is currently collaborating with summer camps, businesses, and athletics coaches to educate village youth about how to use electric scooters safely and respectfully within the guidelines set forth by Florida state law.

**The first adult class on scooter safety will be offered on Thursday, July 7, 2022, at 6 p.m. in the Police Department Community Room.** This is an opportunity for parents and adult scooter riders to learn about applicable laws and penalties.

"We have already been working with the campers at the Key Biscayne Community Center and they were very enthusiastic about our presentation," Sousa continued. "At the end of the day, we shared flyers with parents and encouraged families to continue the conversation at home and with their friends and neighbors."

Your police department is currently in the process of laying the groundwork to continue the

scooter education and safety awareness campaign at the Key Biscayne K-8 School.

Additionally, the Village is looking for areas to build corral zones at designated areas throughout the Village Green and other open spaces so that scooter drivers have more dedicated spaces to park their scooters.

This **July Fourth, the Police and Fire Rescue Departments will host an open house** at the Key Biscayne Fire Station to offer educational materials, safety tips and helmets to children.

Some of the fines include the following:

- No helmet for any rider or passenger under 16 years of age \$77.50
- Equipment violations, i.e., no lights at night \$77.50
- Moving violations \$179.00

Working together with the community, we aim to improve safety for all who live, work, and play in Key Biscayne.

---

Your Village Government  
Mayor Michael W. Davey  
Vice Mayor Brett Moss  
Councilmembers:  
Franklin H. Caplan  
Luis Lauredo  
Edward London  
Allison McCormick  
Ignacio J. Seguro  
Village Manager Steve Williamson  
Village Clerk Jocelyn Brewster Koch  
Village Attorneys Weiss Serota Helfman Cole & Bierman

Comments? Questions? Suggestions?  
Send an email to [communications@keybiscayne.fl.gov](mailto:communications@keybiscayne.fl.gov)



Village of Key Biscayne | 88 West McIntyre Street, Key Biscayne, FL 33149

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# *Scoot Safe Key Biscayne*

## LEARN ABOUT MOTOR SCOOTER SAFETY FROM OUR KEY BISCAINE POLICE DEPARTMENT

- Motor scooter riders under the age of 16 **MUST** wear a helmet
- Motor scooters **MUST** have brakes that allow the rider to stop within 25 feet from a speed of 10 m.p.h.
- Motor scooters **CANNOT** be used to carry more riders than the device is designed for
- Riders **MAY NOT** ride more than two people side-by-side in a bike lane
- Riders **MUST** yield right-of-way to pedestrians and give an audible signal, or ring, when passing a pedestrian
- Motor scooters **MUST** have a white lamp on the front and a red lamp on the back for nighttime visibility

**Village of Key Biscayne**  
**Budget to Actuals report FY 2022 Oct-May**

EXHIBIT "6.a"

General Fund	Budget	Actuals	Variance	% of Budget	Straight line projection
<b>REVENUES</b>					
General	33,100,908	27,239,724	5,861,184	82.3%	22,067,272
Planning	129,000	101,112	27,888	78.4%	86,000
Police	20,000	41,267	(21,267)	206.3%	13,333
Fire	228,000	309,709	(81,709)	135.8%	152,000
Public Works	300	714	(414)	238.0%	200
Community Center	1,810,000	1,482,806	327,194	81.9%	1,206,667
Athletics	380,000	213,202	166,798	56.1%	253,333
ARPA Grant	3,216,983	3,216,983	-	100.0%	2,144,655
<b>Total Revenue</b>	<b>38,885,191</b>	<b>32,605,517</b>	<b>6,279,674</b>	<b>83.9%</b>	<b>25,923,461</b>

General Fund	Budget	Actuals	Variance	% of Budget	Straight line projection
<b>EXPENSES</b>					
Council	22,984	5,899	17,085	25.7%	15,323
Clerk	407,309	226,177	181,132	55.5%	271,539
Admin	2,900,436	1,606,356	1,294,080	55.4%	1,933,624
Attorney	590,000	236,004	353,996	40.0%	393,333
Planning	550,976	317,831	233,145	57.7%	367,317
Debt Service	2,051,917	1,718,457	333,460	83.7%	1,367,945
Police	9,067,062	4,858,442	4,208,620	53.6%	6,044,708
Fire	8,910,504	5,092,935	3,817,569	57.2%	5,940,336
Public Works	4,130,151	1,960,811	2,169,340	47.5%	2,753,434
Parks & Recreation	1,802,111	1,049,086	753,025	58.2%	1,201,407
Community Center	3,139,013	1,592,422	1,546,591	50.7%	2,092,675
Athletics	577,709	407,813	169,896	70.6%	385,139
Community Groups	198,730	78,132	120,598	39.3%	132,487
Advisory Boards	160,800	123,542	37,258	76.8%	107,200
Transfer Out to CIP	4,271,983	5,572,983	(1,301,000)	130.5%	2,847,989
Emergency Fund Expenses	-	5,717	(5,717)		-
<b>Total Expenditures &amp; Transfers</b>	<b>38,781,685</b>	<b>24,852,609</b>	<b>13,929,076</b>	<b>64.1%</b>	<b>25,854,457</b>

<b>Total Current Surplus / (Deficit)</b>	<b>103,506</b>	<b>7,752,908</b>	<b>(7,649,402)</b>
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Transportation Fund	Budget	Acutals	Variance	% of Budget	Straight line projection
Revenues	1,135,172	381,707	753,465	33.6%	756,781
Expenses	1,135,172	808,623	326,549	71.2%	756,781
Total Current Surplus / (Deficit)	-	(426,915)	426,915		

PROS Land Trust Fund	Budget	Acutals	Variance	% of Budget	Straight line projection
Revenues	252,054	242,072	9,982	96.0%	168,036
Expenses	252,054	-	252,054	0.0%	168,036
Total Current Surplus / (Deficit)	-	242,072	(242,072)		

Building Fund	Budget	Acutals	Variance	% of Budget	Straight line projection
Revenues	1,602,500	1,315,835	286,665	82.1%	1,068,333
Expenses	1,756,006	852,520	903,486	48.5%	1,170,671
Total Current Surplus / (Deficit)	(153,506)	463,315	(616,821)		

Capital Improvement Fund	Budget	Acutals	Variance	% of Budget	Straight line projection
Revenues	9,970,243	6,197,742	3,772,501	62.2%	6,646,829
Expenses	9,970,243	835,386	9,134,857	8.4%	6,646,829
Total Current Surplus / (Deficit)	-	5,362,356	(5,362,356)		

Stormwater Enterprise Fund	Budget	Acutals	Variance	% of Budget	Straight line projection
Revenues	1,826,903	1,896,269	(69,366)	103.8%	1,217,935
Expenses	1,170,973	618,719	552,254	52.8%	780,649
Total Current Surplus / (Deficit)	655,930	1,277,550	(621,620)	621,620	

Solid Waste Enterprise Fund	Budget	Acutals	Variance	% of Budget	Straight line projection
Revenues	953,225	992,479	(39,254)	104.1%	635,483
Expenses	953,225	528,543	424,682	55.4%	635,483
Total Current Surplus / (Deficit)	-	463,936	(463,936)		



# Village of Key Biscayne High Impact Projects Report

*July 2022 Update*





# Execution Year CIP



CIP Projects	Project Value	Planning	Design	Procurement	Permitting	Construction	Completed
30	\$ 9,726,630	3	4	7	2	7	7

			PHASE		SCHEDULE				BUDGET		2022			FY2023					
PRI	Project Name	Category	Project Phase	Phase Status	ESD	ASD	ECD	ACD	2022 Budget	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1	Perform CSRM Back Bay Study (Local Match)	Resiliency	01_Planning	0%	N/A		N/A		\$ 500,000.00										
3	Develop Rickenbacker Causeway Plan	Transportation	01_Planning	15%		May-22	Oct-22		\$ 175,000.00										
4	IT Master Plan	General	01_Planning	25%	Jun-22		Sep-22		\$ 50,000.00										
1	Design Utility Undergrounding	Resiliency	02_Design	0%		Jan-22	Oct-22		\$ 522,000.00										
2	Improve Beach Park	Parks	02_Design	30%		Feb-22	Mar-24		\$ 650,000.00										
4	Improve Hampton Park	Parks	02_Design	0%		May-22	Dec-22		\$ 100,000.00										
5	Improve Village Hall Landscape and Hardscape	Facilities	02_Design	30%	Feb-22		Sep-22		\$ 50,000.00										
1	Design Stormwater Infrastructure Improvements at K8	Resiliency	03_Procurement	50%	Jul-22		Apr-23		\$ 1,408,130.00										
1	Formulate Resilient and Sustainable Infrastructure Integration and	Resiliency	03_Procurement	50%	Aug-22		Mar-23		\$ 1,049,000.00										
2	Replace Community Center Roof	Facilities	03_Procurement	15%		Jun-22	Mar-24		\$ 200,000.00										
3	Procure Fleet Vehicles	General	03_Procurement	45%		Oct-21	Sep-22		\$ 575,000.00										
3	Replace Community Center Pool Deck	Parks	03_Procurement	15%	Jul-22		Dec-22		\$ 245,000.00										
3	Replace St. Agnes Sod and Lighting	Parks	03_Procurement	95%	Aug-22		Oct-22		\$ 301,000.00										
4	Retrofit Community Center Facilities Lighting to LED	Facilities	03_Procurement	15%		Feb-22	Jan-22		\$ 260,000.00										
1	Develop Crandon Blvd Traffic Flow and Safety Plan	Transportation	04_Permitting	20%		Jan-22	Jun-23		\$ 900,000.00										
5	Install Village Wide EV Charging Stations	Facilities	04_Permitting	75%		Jan-22	Aug-22		\$ 60,000.00										
1	Remediate and Construct Paradise Park	Parks	05_Construction	15%		Nov-21	Nov-22		\$ 1,624,000.00										
2	Construct Public Beach Access at Sands	Parks	05_Construction	15%		Apr-22	Sep-22		\$ 110,000.00										
2	Equip Fire Engine	Safety	05_Construction	90%	Jul-22		Aug-22		\$ 70,000.00										
3	General Repairs and Renovations	Facilities	05_Construction	80%		Nov-21	Oct-22		\$ 150,000.00										
3	Upgrade Splashpad	Parks	05_Construction	0%		Oct-21	Dec-22		\$ 195,000.00										
3	Design Shoreline Protection: Beach Renourishment and Dune	Resiliency	05_Construction	10%	Jun-22		Sep-22		\$ 100,000.00										
3	Improve Vessel Exclusion Zone	Safety	05_Construction	75%		May-22	Aug-22		\$ 48,500.00										
3	Improve Calusa Park Tennis Courts and Surfaces	Parks	06_Completed	100%		Feb-22		May-22	\$ 60,000.00										
2	Replace Community Center RTU	Facilities	06_Completed	100%		Oct-21		Mar-22	\$ 45,000.00										
2	Design and Construct Beach Club Sewer Extension	Resiliency	06_Completed	100%		Nov-22		Jun-22	\$ 42,000.00										
3	Renovate Lake Park	Parks	06_Completed	100%		Oct-22		Apr-22	\$ 77,000.00										
3	Renovate Village Green Interior Sidewalk	Parks	06_Completed	100%		Oct-21		Mar-22	\$ 60,000.00										
4	Replace Community Center Spin Bikes	General	06_Completed	100%		Dec-21		Feb-22	\$ 60,000.00										
5	MAST Solar Panels	Parks	06_Completed	100%		Nov-22		Jun-22	\$ 40,000.00										

# Professional Services, Maintenance & Repair Projects



O+M Projects	Project Value	Planning	Design	Procurement	Permitting	Construction	Completed	Not started
8	\$ 170,500	1	0	2	0	0	1	4

			Phase		SCHEDULE				BUDGET				2022				2023			
PRI	Project Name	Category	Project Phase	Phase Status	ESD	ASD	ECD	ACD	2022 Budget	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
2	Develop Seawall Ordinance	Resiliency	01_Planning	70%	Jun-22		Aug-22		\$ 50,000.00											
2	Install East Enid Street Lights	Transportation	03_Procurement	20%	Mar-22		Aug-22		\$ 20,000.00											
4	Repair Calusa Park Pathway	Parks	04_Completed	100%		Oct-21		Dec-21	\$ 10,000.00											
2	Update Comp Plan Peril of Flood	Resiliency	07_Not Started	0%	Aug-22		Feb-22		\$ 52,500.00											
1	Install Ventilation System in Evidence Room	Safety	07_Not Started	0%	Jun-22		Sep-22		\$ 10,000.00											
4	Purchase Basketball Systems	Parks	07_Not Started	0%	Jul-22		Sep-22		\$ 28,000.00											



# Project Updates

- Procure Fire Engine
- Beach Access at Sands
- Improve Vessel Exclusion Zone





# Procure Fire Engine



## PROJECT SCOPE

- Procure replacement fire engine and additional equipment
- Expected 10–12-year life
- Truck currently being outfitted with radio equipment and other additional equipment.
- July 18<sup>th</sup> Push In Ceremony

Budgeted  
**\$750,000**

Spent (7/2022)  
**\$679,451**

Current Phase  
**Install Equipment**

Next Phase:  
**7/18 Push In Ceremony**



Supplier/Manufacturer  
**Pierce Manufacturing PUC**



Staff Lead  
**Fire Chief**  
Eric Lang





# Construct Beach Access at Sands

## PROJECT SCOPE

- Design and install updated 580 ft long, 6 ft wide walkway for public beach access.
- Construction began week of 7/18-7/22

Budgeted  
**\$110,000**

Spent (7/2022)  
**\$0**

Current Phase  
**Construction**

Next Phase:  
**Close Out**



Contractor  
**Restate Construction**



Staff Lead  
**Director of Public Works**  
Jake Ozyman





# Improve Vessel Exclusion Zone



## PROJECT SCOPE

- Regulatory buoys (15) deployed.
- Reflective signs for the 5 existing pile markers on order.
- Two northern most pile markers to be replaced at the 300 ft. limit once reflective signs are obtained.

Budgeted  
**\$48,500**

Spent (7/2022)  
**\$39,250**

Current Phase  
**Construction**

Next Phase:  
**Close Out**



Contractor  
**Dock and Marine**



Staff Lead  
**Chief Resilience Officer**  
Dr. Roland Samimy





# VILLAGE OF KEY BISCAIYNE

EXHIBIT "6.c"

## MEMORANDUM

*Village Council*  
**Michael W. Davey, Mayor**  
**Brett Moss, Vice Mayor**  
**Frank Caplan**  
**Luis Lauredo**  
**Allison McCormick**  
**Edward London**  
**Ignacio J. Segurola**

DATE: July 26, 2022  
TO: Honorable Mayor and Councilmembers  
FROM: Steven C. Williamson, Village Manager  
RE: Maximum Millage Rate Levy

*Village Manager*  
**Steven C. Williamson**

## RECOMMENDATION

I recommend Council authorize the Village Manager to set a maximum millage rate levy of 3.2884 for the 2022-2023 budget year.

## BACKGROUND

On June 28, 2022, the Manager presented the FY23 Strategy & Budget Estimate to Council highlighting the Village's priorities and initiatives, the 6-year Capital Improvement Program and a comprehensive overview of each department's action plan. The estimated maximum millage rate levy at the time was proposed at 3.3236 based on the Property Appraiser's June 1<sup>st</sup> estimated taxable value of \$9 billion (an 8.8% difference compared to the prior year).

On July 1, 2022, the Property Appraiser released the preliminary taxable value report showing a \$9.1 billion valuation (a 10% difference compared to the prior year). This additional value decreases the millage rate required to fund the Manager's proposed operational and capital plan requirement while also allowing the Manager flexibility to pursue additional operational efficiencies and revenue opportunities over the summer in preparation for the September budget hearings. This will also give the Manager an opportunity to present potential scenarios to the Council, giving it the chance to review the operations, maintenance, capital and revenue options that will provide services our residents expect in the most cost-effective manner.

Tax Roll Year	Budget Year	June 1 Estimate	July 1 Preliminary	Diff	% Diff
2018	2019	8,514,000,000	8,532,625,700	18,625,700	0.2%
2019	2020	8,297,000,000	8,310,656,693	13,656,693	0.2%
2020	2021	8,186,000,000	8,202,651,483	16,651,483	0.2%
2021	2022	8,263,000,000	8,269,112,147	6,112,147	0.1%
2022	2023	9,000,000,000	9,096,495,184	96,495,184	1.1%

# Public Records & Access: Public Records Request







# Public Records & Access: Public Records Request

**Definition:** “Public records” means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. (F.S. 119.01(1))

**Objective:** The Village of Key Biscayne strives to be fully transparent by ensuring records are made available for review by the public in a reasonable amount of time.

Exceptions include records or portions of records identified by Florida Statutes, 119.07 or by other applicable sections of the Florida Statutes as being exempt (e.g., social security numbers).

**Custodian:** Village Clerk





# Public Records & Access: Public Records Request Process

## Step 1:

### Request is received

(email, walk-in, phone or website)

- Receipt is confirmed
- Cost estimate may be issued

\*requester may be assessed a fee; a 50% deposit will be required.

## Step 2:

### Request is processed

- Records are researched
- Where applicable, records are redacted

## Step 3:

### Records are released

(within a reasonable timeframe)

Records will be rendered available for pick up in person, forwarded via email or sent via U.S. Mail (if necessary)



# Website:

[Village of Key Biscayne, FL](#)

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## **Contact Info:**

Jocelyn B. Koch, Village Clerk

88 W. McIntyre Street, Suite 220

Key Biscayne, FL 33149

Phone: (305) 365-5506

Email: [jkoch@keybiscayne.fl.gov](mailto:jkoch@keybiscayne.fl.gov)

**Process updates are being developed, stay tuned!**

