

BAL HARBOUR

- V I L L A G E -

Mayor Jeffrey P. Freimark
Vice Mayor Seth E. Salver
Councilman David J. Albaum
Councilman Buzzy Sklar
Councilman David Wolf

Village Manager Jorge M. Gonzalez
Village Clerk Dwight S. Danie
Village Attorneys Weiss Serota
Helfman Cole & Bierman, P.L.

Bal Harbour Village Council

Regular Meeting Agenda

October 17, 2023

At 6:30 PM

Bal Harbour Village Hall • 655 - 96th Street • Bal Harbour • Florida 33154

This meeting will be conducted in-person. The meeting will also broadcast on the Village's website (www.balharbourfl.gov). Members of the public are also encouraged to participate by email (meetings@balharbourfl.gov) or by telephone at 305-865-6449.

*BHV Who We Are, Vision, Mission, Values / The Bal Harbour Experience
[The Bal Harbour Experience.pdf](#)*

CALL TO ORDER

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

PRESENTATIONS AND AWARDS

PA1 Proclamation - Breast Cancer Awareness Month

CONSENT AGENDA

C6 - COUNCIL MINUTES

September 12, 2023 First Budget Hearing Minutes &
September 19, 2023, Second Budget Hearing and Regular Council Meeting
Minutes

[VillageCouncil-FirstBudgetHearingMinutes_Sep12_2023_ADA.pdf](#)

[VillageCouncil-2ndBudgetHearingRegularCouncilMeetingMinutes_Sep19_2023_ADA.pdf](#)

C7 - CONSENT AGENDA RESOLUTIONS

C7A Independence Day Drone Light Show Agreement

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE AND SKY ELEMENTS, LLC FOR THE PROVISION OF AN ENHANCED DRONE LIGHT SHOW FOR THE ANNUAL INDEPENDENCE DAY CELEBRATION FOR A THREE-YEAR TERM IN AN AMOUNT OF \$55,000 PER YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Independence Day Drone Light Show Agreement ADA.pdf](#)
[Memorandum - Independence Day Drone Light Show Agreement ADA.pdf](#)
[Resolution - Independence Day Drone Light Show Agreement ADA.pdf](#)
[Attachment - First Amendment to Agreement with Sky Elements, LLC ADA.pdf](#)

C7B Murphy Pipeline Contractor Agreement

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH MURPHY PIPELINE CONTRACTORS, INC. FOR THE PROVISION OF WATER AND WASTEWATER SYSTEM REHABILITATION AND RELATED SERVICES AT THE PRICING SPECIFIED IN PURCHASING COOPERATIVE OF AMERICA CONTRACT OD-307-20 AT AN ANNUAL COST NOT TO EXCEED BUDGETARY ALLOCATIONS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANNUAL RENEWALS TO PROVIDE FOR PRICING ADJUSTMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Murphy Pipeline Contractor Agreement ADA.pdf](#)
[Memorandum - Murphy Pipeline Contractor Agreement ADA.pdf](#)
[Resolution - Murphy Pipeline Contractor Agreement ADA.pdf](#)
[Attachment - PCA OD-307-20 Murphy Renewal With Price Sheets ADA.pdf](#)
[Attachment - Agreement With Murphy Pipeline 2023 ADA.pdf](#)

C7C Step Miles Inc. Media Agency Services Agreement

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND STEP MILES, INC. FOR THE PURPOSE OF PROVIDING MEDIA AGENCY SERVICES AT A COST NOT TO EXCEED \$60,000 ANNUALLY; APPROVING AN INITIAL TERM OF ONE YEAR AND A RENEWAL OPTION FOR UP TO TWO ADDITIONAL YEARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Step Miles Inc. Media Agency Services Agreement ADA.pdf](#)
[Memorandum - Step Miles Inc. Media Agency Services Agreement ADA.pdf](#)
[Resolution - Step Miles Inc. Media Agency Services Agreement ADA.pdf](#)
[Attachment - Agreement with Step Miles, Inc. ADA.pdf](#)

C7D School Resource Officer MOU - Ruth K. Broad K-8 Center

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN BAL HARBOUR VILLAGE, THE TOWN OF SURFSIDE, AND THE TOWN OF BAY HARBOR ISLAND TO FUND A POLICE SCHOOL RESOURCE OFFICER AT RUTH K. BROAD K-8 CENTER, AT AN ANNUAL COST NOT TO EXCEED TWENTY-ONE THOUSAND AND SEVEN DOLLARS AND THIRTY-THREE CENTS (\$21,007.33); PROVIDING FOR IMPLEMENTATION, PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - School Resource Officer MOU - Ruth K. Broad K-8 Center ADA.pdf](#)
[Memorandum - School Resource Officer MOU - Ruth K. Broad K-8 Center ADA.pdf](#)
[Resolution - School Resource Officer MOU - Ruth K. Broad K-8 Center ADA.pdf](#)
[Attachment - MOU with the Towns of Bay Harbor Islands & Surfside ADA.pdf](#)

R5 - ORDINANCES

- R5A** Demolition Standards Ordinance - Second Reading
AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 6 "BUILDINGS AND BUILDING REGULATIONS" OF THE CODE OF ORDINANCES TO UPDATE AND STRENGTHEN DEMOLITION REQUIREMENTS AND STANDARDS FOR CONSTRUCTION SITE OPERATIONS; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.
[Item Summary - Demolition Standards ADA.pdf](#)
[Memorandum - Demolition Standards ADA.pdf](#)
[Ordinance - Demolition Standards ADA.pdf](#)

R7 - RESOLUTIONS

- R7A** Collins Avenue Corridor Traffic Study
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONTINUING SERVICES AGREEMENT WITH THE CORRADINO GROUP INCORPORATED TO PERFORM THE COLLINS AVENUE TRAFFIC STUDY FUNDED IN PART BY THE FDOT CIGP GRANT AND FOR THE PROVISION OF GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTING SERVICES, IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONTINUING SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES FOR THE PROVISION OF GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTING SERVICES, IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.
[Item Summary - Collins Avenue Corridor Traffic Study ADA.pdf](#)
[Memorandum - Collins Avenue Corridor Traffic Study ADA.pdf](#)
[Resolution - Collins Avenue Corridor Traffic Study ADA.pdf](#)
[Attachment - RFQ - Traffic Study ADA.pdf](#)
[Attachment - Corradino_RFQ NO_2023-04 Consultant Services ADA.pdf](#)
[Attachment - Kimley-Horn Submittal General Transportation RFQ#2023-04 ADA.pdf](#)
- R7B** Recognition of Board & Committee Members
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A PROGRAM OF RECOGNITION FOR THE MEMBERS OF THE BAL HARBOUR VILLAGE ARCHITECTURAL REVIEW BOARD, BUDGET ADVISORY COMMITTEE, RESORT TAX COMMITTEE AND POLICE OFFICERS RETIREMENT BOARD; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.
[Item Summary - Recognition of Board & Committee Members ADA.pdf](#)
[Memorandum - Recognition of Board & Committee Members ADA.pdf](#)
[Resolution - Recognition of Board & Committee Members ADA.pdf](#)

- R7C** AARP Age-Friendly Communities Initiative Enrollment
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA SUPPORTING THE WORLD HEALTH ORGANIZATION GLOBAL NETWORK OF AGE-FRIENDLY CITIES AND COMMUNITIES PROGRAM; APPROVING THE VILLAGE OF BAL HARBOUR'S ENROLLMENT INTO THE AARP AGE-FRIENDLY COMMUNITIES INITIATIVE; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - AARP Age-Friendly Communities Initiative Enrollment ADA.pdf](#)

[Memorandum - AARP Age-Friendly Communities Initiative Enrollment ADA.pdf](#)

[Resolution - AARP Age-Friendly Communities Initiative Enrollment ADA.pdf](#)

[Attachment - MDC Age-Friendly Action Plan \(2019 - 2021\) ADA.pdf](#)

[Attachment - AARP Request For Enrollment ADA.pdf](#)

- R7D** Opera Gallery Art Exhibit
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SELECTION AND INSTALLATION OF A PROPOSED ART EXHIBIT CURATED BY THE OPERA GALLERY; TO BE PLACED IN PUBLIC SPACES LOCATED IN THE VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Opera Gallery Art Exhibit ADA.pdf](#)

[Memorandum - Opera Gallery Art Exhibit ADA.pdf](#)

[Resolution - Opera Gallery Art Exhibit ADA.pdf](#)

[Attachment - Images of Proposed Art Sculptures ADA.pdf](#)

[Attachment - Artists Biography ADA.pdf](#)

[Attachment - Agreement with Opera Gallery ADA.pdf](#)

- R7E** Once Trece LLC Temporary Art Exhibit
A RESOLUTION APPROVING AN AGREEMENT WITH ONCE TRECE, LLC FOR THE CREATION AND INSTALLATION OF THE PROPOSED TEMPORARY ART EXHIBIT AT THE 102 STREET BEACH ACCESS PATH IN BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Once Trece LLC Temporary Art Exhibit ADA.pdf](#)

[Memorandum - Once Trece LLC Temporary Art Exhibit ADA.pdf](#)

[Resolution - Once Trece LLC Temporary Art Exhibit ADA.pdf](#)

[Attachment - Overview of Proposed Art Installation ADA.pdf](#)

[Attachment - Agreement Once Trece LLC ADA.pdf](#)

- R7F** Tourism Professional Service Agreements

- R7F-1** Tourism Professional Service Agreement- Argentina
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH CARMEN FLORIO FOR A ONE-YEAR TERM AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR ARGENTINA AND CHILE IN THE AMOUNT NOT TO EXCEED \$36,000

ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Tourism Professional Service Agreements ADA.pdf](#)

[Memorandum - Tourism Professional Service Agreements ADA.pdf](#)

[Resolution - Tourism Professional Service Agreement - Carmen Florio ADA.pdf](#)

[Attachment - Agreement - Argentina & Chile - Carmen Florio ADA.pdf](#)

R7F-2 Tourism Professional Service Agreement -Brazil

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH FLAVIA PACHECO GIULIANO FOR A ONE -YEAR TERM AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR BRAZIL IN THE AMOUNT NOT TO EXCEED \$40,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Tourism Professional Service Agreements ADA.pdf](#)

[Memorandum - Tourism Professional Service Agreements ADA.pdf](#)

[Resolution - Tourism Professional Service Agreement - Flavia Pacheco Giuliano ADA.pdf](#)

[Attachment - Agreement - Brazil - Flavia Pacheco Giuliano ADA.pdf](#)

R7F-3 Tourism Professional Service Agreement - Mexico

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH ANOTHER COMPANY FOR A ONE -YEAR TERM AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR MEXICO IN THE AMOUNT NOT TO EXCEED \$40,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Tourism Professional Service Agreements ADA.pdf](#)

[Memorandum - Tourism Professional Service Agreements ADA.pdf](#)

[Resolution - Tourism Professional Service Agreement - Another Company ADA.pdf](#)

[Attachment - Agreement - Mexico - Another Company ADA.pdf](#)

R7F-4 Tourism Professional Service Agreement - US

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH SUZANNE CORBO FOR A ONE -YEAR TERM AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR THE UNITED STATES AND CANADA IN THE AMOUNT NOT TO EXCEED \$57,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Tourism Professional Service Agreements ADA.pdf](#)

[Memorandum - Tourism Professional Service Agreements ADA.pdf](#)

[Resolution - Tourism Professional Service Agreement - Suzanne Corbo ADA.pdf](#)

[Attachment - Agreement - U.S. & Canada - Suzanne Corbo ADA.pdf](#)

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

- R9A** Discussion Item - Food & Beverage Homeless Tax - Mayor Jeffrey P. Freimark
[Discussion_Item_-_Food___Beverage_Homeless_Tax_-_Mayor_Jeffrey_P._Freimark_ADA.pdf](#)
- R9B** Bal Harbour Shops Collins/Harding Project Overview - Presentation
- R9C** Discussion Item - Support for Israel with an Increased Investment in State of Israel Bonds - Mayor Jeffrey P. Freimark
[Support for Israel with an Increased Investment in State of Israel Bonds - Mayor Jeffrey P. Freimark ADA.pdf](#)

R9D - PUBLIC COMMENT

R10 - VILLAGE MANAGER REPORT

R11 - VILLAGE CLERK REPORT

Lobbyist Report
[R11A1_Lobbyist Registration Report as of October10_2023_ADA.pdf](#)

R12 - VILLAGE ATTORNEY REPORT

R12A Monthly Attorney Report
[Monthly Attorney Report September 2023 ADA.pdf](#)

END OF REGULAR AGENDA

ADJOURNMENT

One or more members of any Village Committee/Board may attend this meeting of the Council and may discuss matters which may later come before their respective Boards/Committees.

The New Business and Council Discussion Section includes a section for Public Comment. On public comment matters, any person is entitled to be heard by this Council on any matter; however, no action shall be taken by the Council on a matter of public comment, unless the item is specifically listed on the agenda, or is added to the agenda by Council action.

Any person who acts as a lobbyist, pursuant to Village Code Section 2-301 (Lobbyists), must register with the Village Clerk, prior to engaging in lobbying activities before Village staff, boards, committees, and/or the Village Council. A copy of the Ordinance is available in the Village Clerk's Office at Village Hall.

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).

All persons who need assistance or special accommodations to participate in virtual meetings please contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding.

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 Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding.

All Village Council meeting attendees, including Village staff and consultants, are subject to security screening utilizing a metal detector and/or wand, prior to entering the Council Chamber, Conference Room, or other meeting area located within Village Hall. This is for the safety of everyone. Thanks for your cooperation.

BAL HARBOUR

- V I L L A G E -

Mayor Jeffrey P. Freimark
Vice Mayor Seth E. Salver
Councilman David J. Albaum
Councilman Buzzy Sklar
Councilman David Wolf

Village Manager Jorge M. Gonzalez
Village Clerk Dwight S. Danie
Village Attorneys Weiss Serota
Helfman Cole & Bierman, P.L.

Bal Harbour Village Council

First Budget Hearing Minutes
September 12, 2023
At 7:00 PM

Bal Harbour Village Hall • 655 - 96th Street • Bal Harbour • Florida 33154

This meeting was conducted in-person. The meeting was also broadcast on the Village's website (www.balharbourfl.gov). Members of the public were also encouraged to participate by email (meetings@balharbourfl.gov) or by telephone at 305-865-6449.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE- Vice Mayor Salver called the meeting to order at 7:00 P.M.

The following were present:

Mayor Jeffrey Freimark, (via Zoom)
Vice Mayor Seth Salver
Councilman David Albaum
Councilman David Wolf
Councilman Buzzy Sklar

Also present:

Jorge M. Gonzalez, Village Manager
Dwight S. Danie, Village Clerk
Susan Trevarthen, Village Attorney

The Pledge of Allegiance was led by Vice Mayor Salver.

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

There were no requests.

FIRST BUDGET HEARING

The First Budget Hearing commenced at 7:03 PM with the consideration of Agenda Items R7A and R7B.

CONSENT AGENDA

The Consent Agenda was considered at 7:49 PM following Agenda Item R7F.

C7 - CONSENT AGENDA RESOLUTIONS

- C7A** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE USE OF THE LISTED VENDORS BY THE VILLAGE MANAGER; AFFIRMING THE VILLAGE MANAGER'S PURCHASING AUTHORITY UNDER VILLAGE CODE SECTION 2-141; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
- C7B** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING AN AGREEMENT FOR THE VILLAGE'S GROUP HEALTH INSURANCE POLICY WITH UNITED HEALTHCARE; AUTHORIZING RENEWAL OF THE VILLAGE'S GROUP DENTAL POLICY AND VISION INSURANCE POLICY WITH METLIFE; PROVIDING FOR A RENEWAL OPTION FOR UP TO TWO YEARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.
- C7C** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND MIAMI-DADE COUNTY TO REESTABLISH DISTRIBUTION OF PROCEEDS OF THE SIX-CENT LOCAL OPTION GAS TAX, FOR THE 30-YEAR PERIOD FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2053; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

MOTION: A motion to approve the Consent Agenda was moved by Vice Mayor Seth Salver and seconded by Councilman Buzzy Sklar.

VOTE: The Motion passed by unanimous voice vote (5-0).

R5 - ORDINANCES

- R5A** AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING ARTICLE II "LOCAL BUSINESS TAX" OF CHAPTER 9 "BUSINESS REGULATIONS AND BUSINESS TAX" OF THE BAL HARBOUR VILLAGE CODE OF ORDINANCES; PROVIDING FOR AN INCREASE IN CERTAIN BUSINESS TAXES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

This Item was considered at 7:45 PM following Agenda Item R7E.

Mr. Gonzalez introduced the item saying that this item is part of the Budget process. He said that local business tax is limited to an increase of no more than five percent every two years to keep up with inflation. He said that from an analysis conducted several years ago, it was determined that the Village was far behind updating the tax, and currently, we are still in catch-up.

There were no comments from the public.

MOTION: A motion to approve the ordinance on second reading was moved by Councilman Buzzy Sklar and seconded by Councilman David Albaum.

ROLL CALL	VOTE
Mayor Jeffrey P. Freimark	Yes
Vice Mayor Seth E. Salver	Yes
Councilman David J. Albaum	Yes
Councilman Buzzy Sklar	Yes
Councilman David Wolf	Yes

VOTE: The Motion passed by unanimous roll-call vote (5-0).

R7 - BUDGET HEARING RESOLUTIONS

R7A A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ADOPTING THE PROPOSED MILLAGE RATE OF THE VILLAGE FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

At 7:03 PM the Village Clerk read the resolution titles for Agenda Items R7A and R7B. Mr. Gonzalez introduced the items providing an overview and timeline of the budget process. He described the

Mr. Gonzalez introduced the item, providing a timeline of the Budget process. He said that the Council is at the stage with it is being asked to adopt the proposed millage rate set at the July Council Meeting (1.9654) and approve and adopt the proposed Budget and Capital Improvement Plan. He provided an overview of the Budget process saying that the Council adopts an Operating Budget and a Capital Budget comprised of the General Fund, Special Revenue Funds (assessments), the Utility Fund and the Resort Tax Fund. He said that the Budget priorities set the legal spending authority used to fund priorities based on the Bal Harbour Experience.

Mr. Gonzalez provided an overview of the tax roll showing an 8.8% increase in value, after which he described the impact that Value Adjustment Board (VAB) successful appeals saying that that this year, there was a significant decline in what was originally anticipated. He said the Village continues to have the third lowest Millage Rate (1.9654) in the County, and the rate represents a 32% drop in value since 2007.

Claudia Dixon, Finance Director, then presented an overview of the FYE 2024 Proposed Operating and Capital Budget for all funds, General, Resort Tax, Water and Wastewater and Security and Landscape, after which she presented a detailed description of each fund. She then described the major Budget drivers including property insurance costs, particularly for the new waterfront park, and cost of living increases for staff, including raises for unionized police officers and other personnel, and licensing and permitting fees and additional staffing in the Building Department. She then presented the Five-Year Plan for the Capital Improvement Program, saying that \$3.9 million of the total \$4.2 million funding is provided through grants or developer contributions.

Mr. Gonzalez presented a recap saying that enhancements in Public Safety include a Police Sergeant position, additional Building Department Staffing and an additional Code Enforcement position. He noted the Budget would be impacted by property insurance increases and cost of living increases, and he recommended that all reserves be fully funded and an additional \$50 thousand be added to the Millage Stabilization reserve. He said that the Budget Advisory Committee had reviewed and approved these budgets.

Mr. Gonzalez thanked and congratulated Ms. Dixon and Village Staff for their collective effort in the Budget process. Mayor Freimark said that a lot of thought and planning had gone into creating the Budget and that it was consistent with the established priorities of the Bal Harbour Experience. Vice Mayor Salver echoed the Mayor's sentiments adding that he was pleased that special attention had been given to Safety Pillar with the investments into the Police Department and Building Department.

Neca Logan, Budget Advisory Committee Chair, said that the Committee had done a thorough review of comprehensive information and that they were confident of budget being presented this evening. She added that there was unanimous agreement from Committee members to keep millage rate same.

Babak Raheb, 128 Balfour Drive, said that the Security District was not the business of the Village Council in that the Civic Association was a private entity. He voiced his displeasure in having paid extra last year to pay for street work and that no street work has begun. He also said that he was not happy that all houses were treated the same.

Neca Logan, Bal Harbour Civic Association President, said that the Association had set the budget with careful review with Village staff, and they were very comfortable with what was being presented. She added that the street project needed to wait behind the utility infrastructure project.

Mr. Gonzalez read the statement required by the State saying that the proposed millage rate is 1.9654 mils, and the State defined rollback rate was 1.7554 mils.

MOTION: A motion to adopt the millage rate as proposed was moved by Councilman David Albaum and seconded by Councilman David Wolf.

VOTE: The Motion passed by unanimous voice vote (5-0).

R7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, APPROVING AND ADOPTING THE TENTATIVE BUDGET AND CAPITAL IMPROVEMENT PLAN FOR BAL HARBOUR VILLAGE FOR FISCAL YEAR 2023-24; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: A motion to approve the Resolution was moved by Councilman David Wolf and seconded by Councilman Buzzy Sklar.

VOTE: The Motion passed by unanimous voice vote (5-0).

R7C A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA, RELATING TO THE PROVISION OF SECURITY AND LANDSCAPE SERVICES, FACILITIES AND PROGRAMS IN THE GATED RESIDENTIAL SECTION OF BAL HARBOUR VILLAGE, FLORIDA; ESTABLISHING THE RATE OF ASSESSMENT; ESTABLISHING A MAXIMUM ASSESSMENT RATE; IMPOSING SECURITY AND LANDSCAPE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE GATED RESIDENTIAL SECTION OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ASSESSMENT ROLL; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that he was adopting the presentation he provided for Agenda Items R7A and R7B.

There were no comments from the public.

MOTION: A motion to approve the Resolution was moved by Councilman David Wolf and seconded by Councilman Buzzy Sklar.

VOTE: The Motion passed by unanimous voice vote (5-0).

R7D A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS IN BAL HARBOUR VILLAGE, FLORIDA; DESCRIBING THE METHOD OF ASSESSING SOLID WASTE COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BAL HARBOUR VILLAGE, FLORIDA; ESTABLISHING THE RATE OF ASSESSMENT; ESTABLISHING A MAXIMUM ASSESSMENT RATE; IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ASSESSMENT ROLL; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that he was adopting the presentation he provided for Agenda Items R7A and R7b.

Babak Raheb, 128 Balfour Drive, said that he disagreed with the formula that treated all houses as the same.

MOTION: A motion to approve the Resolution was moved by Councilman David Albaum and seconded by Councilman Buzzy Sklar.

VOTE: The Motion passed by unanimous voice vote (5-0).

R7E A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA, ESTABLISHING SANITARY SEWER AND WATER RATES FOR THE 2023-24 FISCAL YEAR; ESTABLISHING AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that he was adopting the presentation he provided for Agenda Items R7A and R7b.

There were no comments from the public.

MOTION: A motion to approve the Resolution was moved by Councilman Buzzy Sklar and seconded by Councilman David Wolf.

VOTE: The Motion passed by unanimous voice vote (5-0).

R7F A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ADOPTING A CONSOLIDATED SCHEDULE OF FEES IMPOSED BY THE VILLAGE FOR THE PROVISION OF SERVICES; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

This item was considered at 7:46 PM following Agenda Item R5A.

Mr. Gonzalez introduced the item.

There were no comments from the public

MOTION: A motion to approve the Resolution was moved by Councilman Buzzy Sklar and seconded by Vice Mayor Seth Salver.

VOTE: The Motion passed by unanimous voice vote (5-0).

R9A - PUBLIC COMMENT - There were no comments from the public.

END OF FIRST BUDGET HEARING AGENDA

ADJOURNMENT The meeting was adjourned at 7:54 PM.

Mayor Jeffrey Freimark



Attest:

Dwight S. Danie, Village Clerk

BAL HARBOUR

- V I L L A G E -

Mayor Jeffrey P. Freimark
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Councilman David Wolf

Village Manager Jorge M. Gonzalez
Village Clerk Dwight S. Danie
Village Attorneys Weiss Serota
Helfman Cole & Bierman, P.L.

Bal Harbour Village Council Second Budget Hearing and Regular Meeting Minutes September 19, 2023 At 6:30 PM

Bal Harbour Village Hall • 655 - 96th Street • Bal Harbour • Florida 33154

This meeting was conducted in-person. The meeting was also broadcast on the Village's website (www.balharbourfl.gov). Members of the public were also encouraged to participate by email (meetings@balharbourfl.gov) or by telephone at 305-865-6449.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE- Mayor Freimark called the meeting to order at 6:41 P.M. following the General Employees' Retirement Board meeting and the Local Planning agency meeting.

The following were present:

Mayor Jeffrey Freimark, (via Zoom)
Vice Mayor Seth Salver
Councilman David Albaum
Councilman David Wolf (6:54 P.M.)
Councilman Buzzy Sklar

Also present:

Jorge M. Gonzalez, Village Manager
Dwight S. Danie, Village Clerk
Susan Trevarthen, Village Attorney

The Pledge of Allegiance was led by Mayor Freimark at the beginning of the General Employees Retirement Board Meeting. He then asked for a moment of silence for the victims of Jacksonville hate crime, an attack that occurred on the same day that tens-of-thousands were Marching in Washington to mark the 60th Anniversary of Martin Luther King's "I Have a Dream" speech.

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

Mayor Freimark Consent Agenda Item C7F to be considered after the Public Comment section of the Agenda.

PRESENTATIONS AND AWARDS

PA1 National Diaper Need Awareness Week Proclamation

Vice Mayor Salver introduced Gabriela Rojas, Executive Director of Miami Diaper Bank saying that shortly after the birth of his third child, he received an email from Miami Diaper Bank asking the Village to recognize National Diaper Need Awareness Week. He said for him obtaining diapers was a luxury not shared by everybody but is important to help newborns to grow and develop in a proper way.

Ms. Rojas described her history with the Diaper Bank which now serves over thirty-thousand children annually.

Vice Mayor Salver then read the proclamation and presented it to Ms. Rojas.

CONSENT AGENDA

The Consent Agenda was considered at 6:57 P.M. following Agenda Item R7B.

C6 - COUNCIL MINUTES

C6A Village Council Meeting Minutes - July 18, 2023

C7 - RESOLUTIONS

C7A A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACCEPTANCE OF A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RESILIENT FLORIDA PROGRAM IMPLEMENTATION GRANT AWARD FOR THE PLANNED VILLAGE STORMWATER INFRASTRUCTURE IMPROVEMENTS, AS DETAILED WITHIN THE FDEP GRANT WORKPLAN NO. LPA0456, IN THE FUNDED AMOUNT OF SEVEN HUNDRED SEVENTY FOUR THOUSAND DOLLARS (\$774,000); AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACCEPTANCE OF A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) RESILIENT FLORIDA PROGRAM, IMPLEMENTATION GRANT AWARD FOR THE PLANNED VILLAGE STORMWATER INFRASTRUCTURE IMPROVEMENTS, AS DETAILED WITHIN THE FDEP GRANT WORKPLAN NO. 24SRP46, IN THE FUNDED AMOUNT OF SEVEN HUNDRED SEVENTY-FOUR THOUSAND DOLLARS (\$774,000); AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE

GRANT AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

- C7C** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF MIAMI, AS THE SPONSORING AGENCY OF THE UASI GRANT PROGRAM 2022, UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY'S URBAN AREAS SECURITY INITIATIVE (UASI), AND BAL HARBOUR VILLAGE, AS THE PARTICIPATING AGENCY; ACCEPTING THE AWARD OF A SUB-GRANT IN THE AMOUNT OF \$100,000.00 FOR THE APPROVED EQUIPMENT AND INSTALLATION COSTS IDENTIFIED IN THE PROGRAM BUDGET; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.
- C7D** APPROVING AN AMENDMENT TO THE AGREEMENT WITH AAMUSICIANS FOR EVENT PRODUCTION TO INCLUDE GRAND OPENING EVENTS AT THE NEW BAL HARBOUR WATERFRONT PARK; INCREASING COMPENSATION FOR THE FIRST TERM BY \$73,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
- C7E** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE TASK AGREEMENT WITH CALVIN GIORDANO AND ASSOCIATES INC. FOR THE PROVISION OF PROFESSIONAL SURVEYING, CIVIL ENGINEERING AND RELATED WORK FOR THE WATER MAIN REPLACEMENT AT THE HERMAN B. FULTZ BRIDGE UNDERPASS, AS SPECIFIED WITHIN CGA PROPOSAL NO. 17-9868.78 IN THE AMOUNT NOT TO EXCEED FORTY-EIGHT THOUSAND NINE HUNDRED FIFTY DOLLARS(\$48,950), INCLUSIVE OF A TEN PERCENT (10%) CONTINGENCY ALLOCATION IN THE AMOUNT OF FOUR THOUSAND FOUR HUNDRED TWENTY-FOUR DOLLARS (\$4,450) ROUNDED UP TO THE NEAREST DOLLAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

This item was pulled from the Consent Agenda and considered at 8:41 PM following the Public Comment section of the Agenda.

- C7F** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE LETTER AGREEMENT AUTHORIZING THE BAL HARBOUR CIVIC ASSOCIATION TO ASSUME PROPERTY MANAGEMENT SERVICES WITHIN THE GATED COMMUNITY; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LETTER AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE ASSOCIATION FOR COSTS INCURRED IN CONNECTION WITH SERVICES RENDERED PROVIDED SUCH

COSTS ARE APPROPRIATE AND PROPERLY SEGREGATED; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that the item is long in coming, beginning a milestone agreement that would allow the Civic Association to have greater autonomy, then a revision to the agreement that didn't require a complete severing of the relationship, then the acknowledgment that a property management function would be desirable. He said that an RFP process was conducted, after which the Civic Association expressed their wish to hire their own employee.

Councilman Sklar asked if they Civic Association would ever get the point where they are doing their fiduciary duties, to which Mr. Gonzalez responded that he thought that this was as close as we were going to get. Councilman Wolf added that the Civic Association has no legal standing to collect funds, which is how we got here.

Mayor Freimark said that he was concerned about the burden that may come back to the Village and asked Neca Logan, as President of the Bal Harbour Civic Association, if she was comfortable with taking this on. Ms. Logan said that what they have been doing through the Village has its downsides and it is very slow, using getting the new security system operational. She said that it would not be any worse. She said that their ability to focus on single project is beneficial, and although it may be initially difficult, that over time it would be an improvement.

MOTION: A motion to approve the Resolution was moved by Mayor Jeffrey Freimark and seconded by Councilman David Wolf.

VOTE: The Motion passed by unanimous voice vote (5-0).

C7G A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, RATIFYING THE BOARD-SELECTED MEMBER OF THE BAL HARBOUR POLICE OFFICERS' RETIREMENT BOARD AND RE-APPOINT DANIEL GOLD AS A MINISTERIAL ACT; PROVIDING FOR AN EFFECTIVE DATE.

MOTION: A motion to approve the Consent Agenda with Agenda Item C7F having been pulled was moved by Councilman Buzzy Sklar and seconded by Vice Mayor Seth Salver.

VOTE: The Motion passed by unanimous voice vote (5-0).

R5 - ORDINANCES

R5A AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES, TO REGULATE UNDERGROUND PARKING IN THE VILLAGE; PROVIDING FOR INCLUSION IN THE CODE, CONFLICTS, AND AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that it was consistent with what the Council Approved on First Reading and was recommended for approval by the Local Planning Agency. He said it incorporates the Council-requested amendments from first reading making hotels non-residential and adjusting the effective date exclude properties in existence or those that have a Building process number. Mayor Freimark asked Mr. Gonzalez to clarify that this ordinance does not appl to the Rivage project, which Mr. Gonzalez said it does not apply. There were no comments from the public.

MOTION: A motion to approve the ordinance on second reading was moved by Councilman Buzzy Sklar and seconded by Vice Mayor Seth Salver.

ROLL CALL	VOTE
Mayor Jeffrey P. Freimark	Yes
Vice Mayor Seth E. Salver	Yes
Councilman David J. Albaum	Yes
Councilman Buzzy Sklar	Yes
Councilman David Wolf	Yes

VOTE: The Motion passed by unanimous roll-call vote (5-0).

R5B AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO UPDATE ZONING REGULATIONS THAT AFFECT THE OCEAN FRONT ZONING DISTRICT; PROVIDING FOR INCLUSION IN THE CODE, CONFLICTS, AND AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that policy recommendations from first reading have been included and said that this ordinance also does not affect properties with Building process numbers, like the Rivage project. He said that the Local Planning Agency also recommended that the Council approve this ordinance on second reading. There were no comments from the public.

MOTION: A motion to approve the ordinance on second reading was moved by Councilman Buzzy Sklar and seconded by Mayor Jeffrey Freimark.

ROLL CALL	VOTE
Mayor Jeffrey P. Freimark	Yes
Vice Mayor Seth E. Salver	Yes
Councilman David J. Albaum	Yes
Councilman Buzzy Sklar	Yes
Councilman David Wolf	Yes

VOTE: The Motion passed by unanimous roll-call vote (5-0).

R5C AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 6 "BUILDINGS AND BUILDING REGULATIONS" OF THE CODE OF ORDINANCES TO UPDATE AND STRENGTHEN DEMOLITION REQUIREMENTS AND STANDARDS FOR CONSTRUCTION SITE OPERATIONS; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that it stemmed from a Council discussion at the July 18, 2023 Village Council meeting pertaining to concerns about an on-going demolition project and the realization that the Village Code does not contain adequate safety and security measures. He said that Staff review also identified Code improvements for construction sites in general throughout the entire construction process.

Vice Mayor Salver asked how this ordinance would affect the Rivage, to which Mr. Gonzalez said that the effective date would happen after the fact, but outside of the demolition, which the Village is already addressing, everything else would affect them.

Councilman Sklar asked if there was a requirement for a safety plan, to which Eliezer Palacio, Building Official pointed out the section that required a safety plan: Sec. 6-142(a)(1)b and Sec. 6-142(b)(6). Mr. Gonzalez said the requirement of a hurricane or other natural disaster plan has also been added to the proposed ordinance.

Neca Logan, President of the Bal Harbour Civic Association, said that the Association was pleased with seeing this ordinance come to fruition and that it would be a major improvement.

MOTION: A motion to approve the ordinance on first reading was moved by Councilman Buzzy Sklar and seconded by Vice Mayor Seth Salver.

ROLL CALL	VOTE
Mayor Jeffrey P. Freimark	Yes
Vice Mayor Seth E. Salver	Yes
Councilman David J. Albaum	Yes
Councilman Buzzy Sklar	Yes
Councilman David Wolf	Yes

VOTE: The Motion passed by unanimous roll-call vote (5-0).

SECOND BUDGET HEARING

R7 - BUDGET HEARING RESOLUTIONS

R7A A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ADOPTING THE FINAL MILLAGE RATE OF THE VILLAGE FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This item was considered at 6:45 P.M. following Presentations and Awards. The Village Clerk read the titles for Agenda Items R7A and R7B. Mr. Gonzalez introduced the item saying that he was recommending that the proposed millage rate remain the same at 1.9654 mils and a rollback rate of 1.7554 mils. He then incorporated into the record the budget presentation provided at the September 7, 2023, First Budget Hearing, after which he read the State required budget statement.

There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Councilman David Albaum and seconded by Councilman Buzzy Sklar.

ROLL CALL	VOTE
Mayor Jeffrey P. Freimark	Yes
Vice Mayor Seth E. Salver	Yes
Councilman David J. Albaum	Yes
Councilman Buzzy Sklar	Yes
Councilman David Wolf	Not Present

VOTE: The Motion passed by unanimous roll call vote (4-0).

R7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, APPROVING AND ADOPTING THE FINAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR BAL HARBOUR VILLAGE FOR FISCAL YEAR 2023-24; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilman Wolf arrived at 6:54 P.M. Mr. Gonzalez introduced the item.

There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Councilman Buzzy Sklar and seconded by Vice Mayor Seth Salver.

ROLL CALL	VOTE
Mayor Jeffrey P. Freimark	Yes
Vice Mayor Seth E. Salver	Yes
Councilman David J. Albaum	Yes
Councilman Buzzy Sklar	Yes
Councilman David Wolf	Yes

VOTE: The Motion passed by unanimous roll call vote (5-0).

R7 - RESOLUTIONS - REGULAR

R7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH ERNST & YOUNG (EY) FOR THE DEVELOPMENT OF A TOURISM STRATEGIC PLAN IN THE AMOUNT OF \$235,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This item was considered at 7:07 P.M. following Agenda Item R5C. Mr. Gonzalez introduced the item. Ramiro Inguanzo, Assistant Village Manager, said that the Village was able to negotiate Ernst Young’s initial fee from \$293 thousand to \$235 thousand without reducing much in the scope of services. He said the plan be able to talk about the results at the next Village Council Retreat in February 2024.

Councilman Sklar thanked Mr. Inguanzo and members of the Resort Tax Committee for the effort their efforts on making this happen. He asked what the timeline for the actual plan would be and when it would be implemented. Mr. Inguanzo said that Ernst Young would

begin October 1 and that it would be a six-week engagement, after which elements for the plan would be present to the Council at its Retreat, and depending on the plan, implementation would begin in the second quarter of the calendar year.

Mayor Freimark said that the Village hadn't done something like this for a long time and given that Ernst Young would be able to provide mechanism that would provide measurable statistic, the spend for this item is appropriate.

There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Councilman Buzzy Sklar and seconded by Mayor Jeffrey Freimark.

VOTE: The Motion passed by unanimous voice vote (5-0).

R7D A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE PURCHASE OF VEHICLES AND EQUIPMENT FOR THE VILLAGE POLICE IN THE AMOUNT OF TWO HUNDRED EIGHTY-SEVEN THOUSAND AND FIFTY-ONE DOLLARS (\$287,051); AND APPROVING THE PURCHASE OF A VEHICLE FOR THE RECREATION, ARTS AND CULTURE DEPARTMENT IN THE AMOUNT OF FOURTY-FIVE THOUSAND AND THIRTY-SEVEN DOLLARS (\$45,037); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that this item is included in the just-approved budget and that all purchases would be for replacements to the fleet, with the addition of a vehicle for the Recreation, Arts and Culture Department, adding that supply chain issues necessitate timely placement of orders. Captain Mauricio Escarra, Bal Harbour Police Department, said that it would be expected that the once the vehicles are ordered it may take six months to a year to receive the vehicles, give outside influences like UAW strike.

Councilman Sklar asked why the Recreation, Arts and Culture Department needs its own vehicle, to which Mr. Gonzalez said that currently they are utilizing Public Works vehicles and staff to move event equipment, and they will need their own vehicle when they are fully staffed.

There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Vice Mayor Seth Salver and seconded by Councilman David Albaum.

VOTE: The Motion passed by unanimous voice vote (5-0).

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

- R9A** Florida Department of Transportation (FDOT) Presentation
-New Pedestrian Crosswalk & Vehicle Traffic Calming Ramps
-96th Street and Harding Avenue Traffic Signalization Project

Mr. Gonzalez provided an overview of the FDOT projects, and the Bal Harbour Shops Harding realignment project getting ready to commence, saying that the impact they will have on traffic flow and circulation deserves careful consideration.

Councilman Sklar asked that presentations be included in the online agenda prior to Council meeting.

Melissa Rodriguez, FDOT Senior Construction Community Outreach Specialist, provided an overview of the proposed project south of Haulover Bridge that would include speed calming and upgrading pedestrian and bicyclist safety. She said the project was scheduled to begin in January of 2024 and is expected to be complete in Spring of 2024.

Galina Belash, FDOT Construction Project Manager, provided a more detailed scope of work for the project. She said that to maintain traffic if-needed lane closures would occur 9:30 P.M. to 5:30 A.M. She then described the proposed four stages for the maintenance of traffic.

Ms. Rodriguez added that there would be an aggressive public outreach to advise all residents and motorists before the project begins.

Councilman Sklar asked, given current construction traffic in the area, how traffic flow would be maintained and if frontage road would always have access, to which Ms. Belash said that the MOT phases are designed to provide continuous access, and Ms. Rodriguez added that milling and resurfacing would occur at nighttime. Mr. Gonzalez said that he had strongly suggested the hiring of a second off-duty officer help coordinate vehicle and pedestrian traffic flow.

Mayor Freimark said that though he was in alignment with Councilman Sklar's concerns, he commended FDOT for listening to community response to the tragedy that occurred at that site and for being reactive and address the safety concerns.

Ms. Rodriguez then provided an overview of the Harding Avenue project saying that construction would begin in January of 2024 with an estimated completion date of Spring 2025.

Colin Johnson, FDOT Construction Senior Project Manager, reviewed the project's scope of work. He said that lane closures would occur between 9:00 P.M. and 5:30 A.M. and that

milling, striping, and resurfacing would occur during nighttime work hours. He said that one lane may be closed from 7:00 A.M. until 4:00 P.M.

He then provided an overview of the proposed construction at the intersection of Harding Avenue and 96th Street, that showed a new crosswalk on the south side of the intersection on Harding.

Mr. Johnson then provided an overview of the phases of the Drainage Improvement project from 96th Street to Indian Creek Drive.

Mayor Freimark said that although there is never a good time to begin projects like these, they are important and necessary. He asked if the project has been discussed with Surfside, to which Ms. Rodriguez said that this was the first public meeting, adding that they are aware of the project and had met with them during the design phase.

Vice Mayor Salver said that the proposed southbound crosswalk on Harding and 96th once existed but was strategically eliminated to because it was causing traffic backup on 96th Street. He said that, regarding the single lane closure, there was significant traffic from 7:00 A.M. to 9:00 A.M.

John Garzia, FDOT Assistant North Miami-Dade Resident Engineer, said that he would provide the Village with a traffic study and said that parts of the project can still be changed if data shows that it is warranted.

Councilman Wolf asked why the project could not be done during nighttime hours, adding that the Council should consider passing some kind of resolution.

Mayor Freimark suggested that the Council pass a motion of sentiment expressing its support for the project with their concern for adding the southbound crosswalk and for their agreement that construction should take place during nighttime hours. He said this sentiment could be shared with the broader community. Vice Mayor Salver also suggested that construction work could occur on weekends when road traffic was less.

Ray Valido, FDOT District 6 Roadway Design Engineer, said that one of the things that they could definitely look at was the elimination of the southbound crosswalk, but the decision needs to be data driven while balancing the needs of pedestrians and vehicle traffic. He said that in regard to the construction hours, they would look at segmenting the project, with the decision also being data driven.

MOTION: A Motion was moved by Mayor Jeffrey Freimark to express the sentiment of the Council that FDOT be requested to consider the elimination the crosswalk on the southside of the intersection of 96th Street and Harding and to reconsider the nighttime work hours at a minimum between 96th Street and 94th Street and to reach out to surrounding communities regarding these concerns. The Motion was seconded by Vice Mayor Seth Salver.

Rita Collins, 155 Biscay Drive, asked how long the project north of Haulover would last and if it was going to overlap with this project, to which Mr. Garzia said that the Haulover project was expected to end sometime between January and April 2024. Ms. Collins said the overlapping of these major projects was problematic.

Neca Logan, 64 Camden Drive, said that she shared the sentiment of the Council, but the doubling of projects is an enormous issue. In regard to the Frontage road, she asked how all the construction traffic would affect the pedestrian work and the people that live in that zone. Mr. Garzia said that current driveway that the Rivage has, allows traffic to go directly onto A1A and their permit would require them to address any impacts.

VOTE: The Motion passed by unanimous voice vote (5-0).

Nik Massey, Bal Harbour Shops/Whitman Family Development, provided an overview of the proposed Collins Avenue/Harding Avenue Realignment project that would encompass one block between the intersection of 96th and Collins and 9700 Collins. He said that the Shops has always anticipate the work to be done during nighttime hours and the project is estimated to begin in January of 2024.

Mayor Freimark asked Mr. Massey to come back to the Council at its next meeting with a presentation that more clearly describes the project as well as a projected timeline.

Mr. Massey said that portion of his project needs to be completed before FDOT begins their project at the intersection of 96th and Harding, but the remainder of the project is estimated to last 9 months.

R9B - PUBLIC COMMENT

Rita Collins, 155 Biscay Drive, said that given all the evening’s discussion the back gates to the Gated Residential Section need to up and running fast and appropriately, because coming down Collins would not be an option.

Mr. Gonzalez said that he had asked staff to at least remove the gate arm until synchronization is completed. He said he has hired a separate engineer to provide a revised solutions for the gates. Mayor Freimark added that the issue has our full attention. Councilman Wolf said that some type of expedited timeline would be important to share with the community.

R10 - VILLAGE MANAGER REPORT

R11 - VILLAGE CLERK REPORT

Lobbyist Report

R12 - VILLAGE ATTORNEY REPORT

R12A Monthly Attorney Report July & August 2023

Ms. Trevarthen requested the scheduling of an attorney client session in accordance with Florida Statutes 286.0118 on the litigation in the US District Court for the Southern District of Florida, Bellini Condominium Association vs. Village of Bal Harbour and that she would follow up on the scheduling, if needed.

END OF REGULAR AGENDA

ADJOURNMENT The meeting was adjourned at 8:57 PM.

Mayor Jeffrey Freimark



Attest:

Dwight S. Danie, Village Clerk

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE AND SKY ELEMENTS, LLC FOR THE PROVISION OF AN ENHANCED DRONE LIGHT SHOW FOR THE VILLAGE'S INDEPENDENCE DAY CELEBRATION.

Issue:

Should the Village approve an amendment to the agreement with Sky Elements LLC to increase the quantity of drones for the drone light show at the annual Independence Day Celebration, along with increasing the compensation amount?

The Bal Harbour Experience:

- | | | |
|--|--|--|
| <input type="checkbox"/> Beautiful Environment | <input type="checkbox"/> Safety | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input type="checkbox"/> Destination & Amenities | <input checked="" type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |
| <input type="checkbox"/> Other: _____ | | |

Item Summary / Recommendation:

In February 2023, the Village Council approved entering into an agreement with Sky Elements, LLC for the provision of a custom drone light show at the Village's Annual Independence Day Celebration. The custom show included 150 drones, creating a 10 to 12-minute display at the finale of the event, for a compensation amount of \$50,000. Due to the positive feedback on the event, and the custom drone light show in particular, Village Staff contacted Sky Elements, LLC to discuss options for enhancing the show as part of the renewal. The proposal received increased the quantity of drones to 200 (which allows more flexibility in depicting images during the display) and provided for a minimal increase in compensation of only \$5,000, in return for a three-year agreement. This revised proposal guarantees a lower cost per drone, at the benefit of the Village. The total cost will therefore be \$55,000 per year.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

N/A

Financial Information:

	Amount	Account	Account #
	\$55,000	Resort Tax Fund - Special Events	10-72-504853

Sign off:

Director, Recreation, Arts & Culture	Chief Financial Officer	Village Manager
Sylvia Flores	Claudia Dixon	Jorge M. Gonzalez
		

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: October 17, 2023 

SUBJECT: **A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE AND SKY ELEMENTS, LLC FOR THE PROVISION OF AN ENHANCED DRONE LIGHT SHOW FOR THE VILLAGE'S INDEPENDENCE DAY CELEBRATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Annually, the Village hosts an Independence Day Celebration on July 4th on the Bal Harbour Beach. At the February 21, 2023 Council Meeting, the Village Council approved entering into an agreement with Sky Elements LLC to provide a custom drone light show as an enhancement to the Independence Day Celebration, to take place in combination with the annual fireworks display. The custom drone light show included 150 drones for a 10 to 12-minute display. The custom drone light show was well received, with over 1,000 residents and guests in attendance at the event, in addition to countless others who viewed the show from the surrounding areas.

ANALYSIS

The agreement with Sky Elements LLC was for a term of one year, with two optional one-year renewals. Based on the success of the custom drone light show at the Independence Day Celebration in Bal Harbour in 2023, and the overall success of the event, Village staff contacted Sky Elements LLC to discuss options for further enhancements. Sky Elements LLC provided a proposal increasing the quantity of drones from 150 to 200 total, at a minimal increase in compensation of only \$5,000 per year, with a three (3) year agreement. This new proposal price reduces the overall cost per drone by almost 18%.

Year	Proposed Cost for Show	Cost/drone
2023	\$50,000 for 150 drones	\$333.33/drone
2024 - 2026	\$55,000 for 200 drones	\$275.00/drone

THE BAL HARBOUR EXPERIENCE

The Independence Day Celebration is one of the largest events hosted by the Village during the year, drawing a large attendance by both residents and hotel guests. Enhancing the event elements will allow us to further curate a unique and elegant experience for our community, showcasing what it means to live, work, visit and play in Bal Harbour.

CONCLUSION

The Independence Day Celebration is an annual event that draws a large attendance and is well known in the area (even by the surrounding communities). Approving this item will increase the total number of drones for the event display, allowing for curated design images during the display, and as such, a unique and elegant experience. Therefore, approval of this item is recommended.

Attachments:

1. First Amendment to Agreement with Sky Elements, LLC

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE AND SKY ELEMENTS, LLC FOR THE PROVISION OF AN ENHANCED DRONE LIGHT SHOW FOR THE ANNUAL INDEPENDENCE DAY CELEBRATION FOR A THREE-YEAR TERM IN AN AMOUNT OF \$55,000 PER YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 27, 2023, Bal Harbour Village and Sky Elements, LLC entered into a Contract for Professional Services ("Contract") for one year with the option of two additional terms of one year; and

WHEREAS, the parties desire to amend the agreement to truncate the initial term with a new end date of October 31, 2023; and

WHEREAS, the parties desire to amend the agreement to replace the renewal term of two additional one-year terms to one term of three years, to take effect on November 1, 2023; and

WHEREAS, the Village desires to enhance the drone show for the annual Independence Day Celebration by increasing the amount of drones from 150 to 200; and

WHEREAS, in return for the enhanced show of 200 drones, the parties agree to increase the compensation amount to Fifty-Five Thousand Dollars and Zero Cents (\$55,000) per year for the duration of the three-year renewal term.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Amendment to Agreement. The Scope of Services provision shall be revised to read as follows:

- A. The Contract shall be extended on November 1, 2023 for one additional three-year term.
- B. The Cost of Services rendered by the Contractor shall increase to \$55,000 per year.
- C. The Contractor shall supply 200 drones for each July 4th event during the three-year contract term.

Section 3. Implementation. That the Village Manager is hereby authorized to take all actions necessary to execute and implement this Resolution.

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 17th day of October, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

FIRST AMENDMENT TO AGREEMENT

BETWEEN

BAL HARBOUR VILLAGE

AND

SKY ELEMENTS, LLC

This First Amendment to Agreement (“First Amendment”) is entered into this _____ day of _____, 2023, by and between Bal Harbour Village (“Village”) and Sky Elements, LLC (“Contractor”).

WHEREAS, on February 27, 2023, the Village and Contractor entered into a Contract for Professional Services (“Contract”) for one year with the option of two additional terms of one year; and

WHEREAS, the parties desire to amend the agreement to truncate the initial term with a new end date of 10/31/23; and

WHEREAS, the parties agree to amend the agreement to replace the renewal term of two additional one year terms to one term of three years, to take effect on November 1, 2023; and

WHEREAS, compensation to the Contractor will increase to Fifty-Five Thousand Dollars and No Cents (\$55,000) per year for the duration of three-year renewal term.

WHEREAS, in return for an increase in compensation, Contractor shall provide 200 drones at each July 4th event.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

1. Each and every WHEREAS clause set forth above is a true and correct recital and representation, and is incorporated herein as if set forth in full.
2. The Scope of Service provision shall be revised to read as follows:
 - A. The Contract shall be extended on November 1, 2023 for one additional three-year term.
 - B. The cost of services rendered by the Contractor shall increase to \$55,000 per year.
 - C. The Contractor shall supply 200 drones for each July 4th event during the three-year contract term.
3. This Amendment to the Contract shall be effective upon signature of both parties.
4. Except as herein amended, all other provisions of the Contract shall remain in full force and effect.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment to the Contract upon the terms and conditions above stated on the day and year first above written.

Contractor:
Sky Elements, LLC
3819 Rufe Snow Dr Ste 203
North Richland Hills, TX, 76180

Village:
Bal Harbour Village
655 Ninety-Sixth Street
Bal Harbour, FL 33154

By: 
Preston Ward, General Counsel

By: _____
Jorge M. Gonzalez, Village Manager

ATTEST:

Dwight S. Danie, Village Clerk

Approved as to Form and Legal Sufficiency for
the Reliance of Village Only:

Village Attorney

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING AN AGREEMENT WITH MURPHY PIPELINE CONTRACTORS, INC. FOR THE PROVISION OF WATER AND WASTEWATER SYSTEM REHABILITATION AND RELATED SERVICES AT THE PRICING SPECIFIED WITHIN PURCHASING COOPERATIVE OF AMERICA (PCA) CONTRACT OD-307-20 AT AN ANNUAL COST NOT TO EXCEED BUDGETARY ALLOCATIONS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANNUAL RENEWALS TO PROVIDE FOR PRICING ADJUSTMENTS.

Issue:

Should the Village Council approve the Agreement with Murphy Pipeline Contractors for construction of the envisioned water system replacement as detailed within the agreement?

The Bal Harbour Experience:

- Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

Since 2019, under an agreement with the Village, Murphy Pipeline Contractors (MPC), has primarily completed the water system improvements at UIIP Phase 3(a,b,c), 4 and 5(b,c) locations. However, the Agreement between the Village and MPC expired in June of 2023 and necessitates the Village Council approval of a new Agreement. MPC has affirmed that they would extend the same pricing as detailed within the current PCA agreement and enter into a new agreement with the Village under terms as amended for use by the Village.

Adoption of this Resolution approving the agreement with Murphy Pipeline Contractors Inc., with the updated unit pricing provides for the continuation of the planned UIIP water system construction activities.

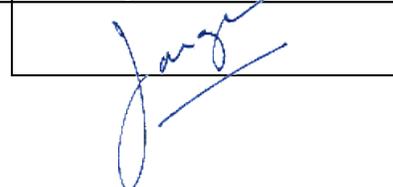
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Director Public Works & Beautification Department	Chief Financial Officer	Village Manager
John Oldenburg	Claudia Dixon	Jorge M. Gonzalez



BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: October 17, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH MURPHY PIPELINE CONTRACTORS, INC. FOR THE PROVISION OF WATER AND WASTEWATER SYSTEM REHABILITATION AND RELATED SERVICES AT THE PRICING SPECIFIED IN PURCHASING COOPERATIVE OF AMERICA CONTRACT OD-307-20 AT AN ANNUAL COST NOT TO EXCEED BUDGETARY ALLOCATIONS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANNUAL RENEWALS TO PROVIDE FOR PRICING ADJUSTMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The Village is currently implementing the following four (4) major and distinct Utility/Public Works (PW), Projects within the Gated Community:

1. Water
 - Transmission water main lines.
 - House & irrigation meters redirected from the rear to the front of homes.
 - Backflow preventers installed for all irrigation connections.
 - New fire hydrants.
 - Distribution water lines to each property.
2. Sanitary Sewer
 - Repair, replace or line all sewer pipes.
 - Refurbish/line all sewer manhole structures.
3. Stormwater
 - Major engineering/ installation of drainage piping to connect areas to the drainage system.
 - An upgraded Stormwater Pump Station (PS-1) at Harbour Way.
 - New drainage wells.
 - New curb and gutter installed throughout.
4. Road reconstruction where required, milling, and paving throughout the Gated Community.

These activities collectively are designated as the Village's Utility Infrastructure Improvement Project (UIIP), which will be completed in geographically based Phases. Except for pending roadway milling and paving, Project phases 3 (a, b, c) and 4 are now all complete. Work to complete the milling and paving within Project phases 3 (a, b, c) began on July 10, 2023, and is expected to be completed before the end of the year. The current focus is the completion of the South of the Harbour Way West locations specifically, Phases, 5 (a, b, c), 6 (a, b) and the Stormwater Station improvements Phase 7.

A component of the planned remedial actions for the water system includes the installation of new water mains, individual water service connections and relocating the water meters from the rear of properties to the front. The UIIP phases Projects 5(C) and 5(B): water system work is complete, with phase 5a, 6a and 6b planned for construction during 2024.

On June 18, 2019, the Village Council adopted Resolution No. 2019-1229 approving an Agreement with Murphy Pipeline Contractors Inc. (MPC), for the provision of water and sanitary sewer system trenchless rehabilitation and related services at pricing established by Purchasing Cooperative of America (PCA) and Murphy Pipeline Contractors, Inc.

ANALYSIS

Subsequently, Murphy Pipeline Contractors has primarily completed the water system improvements at UIIP Phase 3(a,b,c), 4 and 5(b,c) locations. However, the agreement between the Village and MPC expired in June of 2023 and necessitates the Village Council approval of a new agreement. Since the agreement between PCA and MPC remains in effect, we sent a request to MPC, to inquire if they would extend the same pricing identified in the agreement with PCA for these services to Bal Harbour Village with the intent that these prices be incorporated into a new agreement between Bal Harbour Village and Murphy Pipeline Contractors, Inc.

We have received a response from MPC affirming that they would extend the same pricing as detailed within the current PCA agreement and also enter into a new agreement with the Village under terms as amended for use by the Village.

This resolution authorizes an Agreement which utilizes pricing previously established during PCA cooperative public procurement actions. This type of procurement activity as defined by the National Institute of Governmental Procurement (NIGP), is a form of intergovernmental cooperative purchasing in which an entity will be extended the same pricing and terms of a contract entered by another entity. Generally, the originating entity will competitively award a contract that will include language allowing for other entities to utilize the contract, which may be to their advantage in terms of pricing, thereby gaining economies of scale that they would otherwise not receive if they competed on their own.

Additionally, NIGP, considers it a "best practice" to consider the use of cooperative contracts after proper due diligences are performed in order for Government entities to save time and money, obtain higher quality products and services, and standardize products and services by using cooperative contracts.

This Agreement re-establishes a service provider to perform rehabilitative water, sewer and storm water system repairs and related services for the Village at competitively bid prices.

The current term of the PCA agreement No. OD-307-20 with Murphy Pipeline Contractors expires on May 4, 2025, with renewals to be provided if accepted by both parties. The new agreement also contains updated pricing, which has been adjusted due to inflation and supply chain difficulties impacting the construction industry.

Under the price structure of the new agreement, the Village will receive the benefit of four hundred forty-seven (447) separate line-item pricing for the services required. This agreement will provide a solution to continue the planned UIIP water system rehabilitative work.

THE BAL HARBOUR EXPERIENCE

This action is aligned with the Village's stated mission through the *Bal Harbour Experience*. The replacement of Village water main and relocation of the residential water meters from the rear of the properties to the front within the UIIP phase 5a, 6a and 6b locations, corresponds directly to the goal of Modernized Public Facilities and Infrastructure.

CONCLUSION

A component of the planned remedial actions for the water system includes the installation of new water mains, individual water service connections and relocating the water meters from the rear of properties to the front. The UIIP phases Projects 5(C) and 5(B): water system work is complete, with phase 5a, 6a and 6b planned for construction during 2024.

Since 2019, under an Agreement with the Village, Murphy Pipeline Contractors (MPC), has primarily completed the water system improvements at UIIP Phase 3(a,b,c), 4 and 5(b,c) locations. However, the agreement between the Village and MPC expired in June of 2023 and necessitates the Village Council approval of a new agreement.

MPC has affirmed that they would extend the same pricing as detailed within the current PCA agreement and also enter into a new agreement with the Village under terms as amended for use by the Village.

I recommend that the Village Council adopt this Resolution approving the Agreement with Murphy Pipeline Contractors Inc., with the updated unit pricing to allow for the continuation of the planned UIIP water system construction activities. I also recommend that the Council authorizes me to execute renewal of this agreement to anticipate future price adjustments, subject to annual budget allocations for this work.

Attachments:

1. PCA OD-307-20 Murphy Renewal with price sheets.

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH MURPHY PIPELINE CONTRACTORS, INC. FOR THE PROVISION OF WATER AND WASTEWATER SYSTEM REHABILITATION AND RELATED SERVICES AT THE PRICING SPECIFIED IN PURCHASING COOPERATIVE OF AMERICA CONTRACT OD-307-20 AT AN ANNUAL COST NOT TO EXCEED BUDGETARY ALLOCATIONS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANNUAL RENEWALS TO PROVIDE FOR PRICING ADJUSTMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 18, 2019, the Village Council adopted Resolution No. 2019-1229 approving an Agreement with Murphy Pipeline Contractors Inc. ("MPC"), for the provision of water and wastewater system rehabilitation and related services at pricing established by Purchasing Cooperative of America (PCA) and Murphy Pipeline Contractors, Inc.; and

WHEREAS, the agreement between the Village and MPC expired in June of 2023 and necessitates the Village Council's approval of a new agreement; and

WHEREAS, Fla. Stat. 255.20(1)(c)5 permits the use of previously competitively bid agreements to maintain or repair existing public facilities; and

WHEREAS, MPC affirmed that the company would extend the same pricing identified in the agreement with PCA and enter into a new agreement with the Village; and

WHEREAS, the new agreement keeps the same pricing for the term of the Village's agreement with MPC; and

WHEREAS, this Council has determined that it is in the best interest of the Village to enter into an Agreement with MPC for the provision of water and wastewater system rehabilitation and related services for water and wastewater system pipe replacement activities in the amount not to exceed annual budget allocations for these services; and

WHEREAS, this Council has determined that it is in the best interest of the Village to authorize the Village Manager to execute renewals and amendments as offered by MPC, following approval by the Village Attorney as to legal sufficiency.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Agreement Approved. That the agreement with MPC for the provision of the specified water and wastewater line replacement services in the amount not to exceed annual budgetary allocations for this work, is hereby approved and the Village Manager is hereby authorized to execute the agreement on behalf of the Village.

Section 3. Expenditure Approved for Services. That the expenditure of identified budgeted funds for the specified water, wastewater line replacement services in the amount not to exceed annual budgetary allocations for this work is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

Section 5. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

AND, BE IT FURTHER RESOLVED that the Council authorizes the Village Manager or his designee to execute renewals and amendments as offered by MPC, following approval by the Village Attorney as to legal sufficiency, subject to budgetary allocations.

PASSED AND ADOPTED this 17th day of October 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

PCA *Purchasing Cooperative of America*

September 6, 2023

Murphy Pipeline Contractors, Inc.
Mr. Todd Grafenauer, VP/Education Director
12235 New Berlin Rd.
Jacksonville, FL 32226
toddg@murphypipelines.com

Subject: PCA Contract OD-307-20 Amendment #5
Trenchless Rehabilitation & Related Items and Services
Contract Dates: May 5, 2020 – May 4, 2025

Dear Mr. Grafenauer,

Murphy Pipeline is an awarded contractor in good standing with PCA.

PCA accepts the request to add the product line item requested in the letter dated September 6, 2023 and presented in the attached price list.

Thank you for participating in the PCA program. I welcome you to contact Bruce Orman, the Contract Manager for your contract at 480-689-3047 or by email at Bruce@pcamerica.org, or me on cell at 713-851-1471 or by email at Elaine@pcamerica.org.

Sincerely,

Elaine Nichols

Elaine Nichols, Director

Attachments:

- Request letter dated September 6, 2023
- Updated Price List-September 2023



Corporate Headquarters
 OFFICE: 904.764.6887 FAX: 904.379.6193
 ADDRESS: 12235 New Berlin Rd Jacksonville, FL 32226
 Feasibility Support Office
 OFFICE: 414.321.2247 FAX: 414.321.2297
 ADDRESS: P.O. Box 14366 Milwaukee WI 53214
 murphypipelines.com

September 6, 2023

Ms. Elaine Nichols, Director
 Purchasing Cooperative of America
 11811 North Freeway (I-45N), Suite 500
 Houston, Texas 77060

Re: Request for Contract Amendment
 PCA OD-307- 20 Trenchless Rehabilitation & Related Items and Services

Dear Ms. Nichols:

Murphy Pipeline Contractors was awarded the above referenced PCA contract. We propose to amend the contract, as allowed in the contract, as follows:

Murphy Pipeline would like to add the following competitively priced line item as required for some projects:

Line Item: 75 h:

h) Vac Tron Services	1	HR	\$478.00	\$478.00	0.94	\$	449.32
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We appreciate your consideration of this request. Please contact me if you have any questions.
 Thank you,

Todd Grafenauer
 VP/Education Director
 414-321-2247
toddg@murphypipelines.com

Attachments: Updated Price List with new line item.

PCA RFP OD-307-20							
Trenchless Technology Rehabilitation and Related Items & Services							
Awarded Vendor: Murphy Pipeline Contractors							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
A) Cured-in-place pipe (CIPP) reconstruction of gravity sewers							
1	6" x 4.5mm	1	LF	\$48.56	\$48.56	0.94	\$ 45.65
2	8" x 4.5mm	1	LF	\$37.17	\$37.17	0.94	\$ 34.94
3	10" x 6.0mm	1	LF	\$49.76	\$49.76	0.94	\$ 46.77
4	12" x 6.0mm	1	LF	\$68.94	\$68.94	0.94	\$ 64.81
5	15" x 7.5mm	1	LF	\$79.13	\$79.13	0.94	\$ 74.39
6	18" x 9.0mm	1	LF	\$97.72	\$97.72	0.94	\$ 91.86
7	21" x 9.0mm	1	LF	\$131.29	\$131.29	0.94	\$ 123.41
8	24" x 10.5mm	1	LF	\$157.67	\$157.67	0.94	\$ 148.21
9	27" x 10.5mm	1	LF	\$185.85	\$185.85	0.94	\$ 174.69
10	30" x 12.0mm	1	LF	\$218.82	\$218.82	0.94	\$ 205.69
11	33" x 12.0mm	1	LF	\$244.60	\$244.60	0.94	\$ 229.92
12	36" x 12.0mm	1	LF	\$292.56	\$292.56	0.94	\$ 275.00
13	42" x 13.5mm	1	LF	\$341.72	\$341.72	0.94	\$ 321.21
14	48" x 15.0mm	1	LF	\$489.19	\$489.19	0.94	\$ 459.84
15	54" x 18.0mm	1	LF	\$645.06	\$645.06	0.94	\$ 606.36
16	6" & 8" Additional 1.5mm	1	LF	\$1.20	\$1.20	0.94	\$ 1.13
17	10" & 12" Additional 1.5mm	1	LF	\$2.40	\$2.40	0.94	\$ 2.25
18	15" & 18" Additional 1.5mm	1	LF	\$11.99	\$11.99	0.94	\$ 11.27
19	21" & 24" Additional 1.5mm	1	LF	\$17.99	\$17.99	0.94	\$ 16.91
20	27" Additional 1.5mm	1	LF	\$29.98	\$29.98	0.94	\$ 28.18
21	30" Additional 1.5mm	1	LF	\$29.98	\$29.98	0.94	\$ 28.18
22	33" Additional 1.5mm	1	LF	\$35.97	\$35.97	0.94	\$ 33.81
23	36" Additional 1.5mm	1	LF	\$35.97	\$35.97	0.94	\$ 33.81
24	42" Additional 1.5mm	1	LF	\$47.96	\$47.96	0.94	\$ 45.08
25	48" Additional 1.5mm	1	LF	\$59.95	\$59.95	0.94	\$ 56.35
26	54" Additional 1.5mm	1	LF	\$71.94	\$71.94	0.94	\$ 67.62
27	6" - 10" Backyard Easement Setup Per Install Length	1	LF	\$4.80	\$4.80	0.94	\$ 4.51
28	12" - 18" Backyard Easement Setup Per Install Length	1	LF	\$11.99	\$11.99	0.94	\$ 11.27
29	Timber Matting for Large Diameter Setup	1	SY	\$23.98	\$23.98	0.94	\$ 22.54
30	Internal Reconnection of service connection by robotic cutter	1	EA	\$281.77	\$281.77	0.94	\$ 264.86
Note: Any CIPP over 54" will be on an individual quote basis.							
Clean/TV & Evaluation for Gravity Sewers							
31	6" - 12" Clean & TV sewer	1	LF	\$6.59	\$6.59	0.94	\$ 6.20
32	15" - 21" Clean & TV sewer	1	LF	\$13.19	\$13.19	0.94	\$ 12.40
33	24" - 33" Clean & TV sewer	1	LF	\$23.38	\$23.38	0.94	\$ 21.98
34	36" & 42" Clean & TV sewer	1	LF	\$35.97	\$35.97	0.94	\$ 33.81
35	48" & 54" Clean & TV sewer	1	LF	\$59.95	\$59.95	0.94	\$ 56.35
36	6" - 15" Post TV Inspection after Rehabilitation	1	LF	\$3.00	\$3.00	0.94	\$ 2.82
37	18" - 27" Post TV Inspection after Rehabilitation	1	LF	\$4.80	\$4.80	0.94	\$ 4.51
38	30" or Larger Post TV Inspection after Rehabilitation	1	LF	\$6.59	\$6.59	0.94	\$ 6.20
39	Re-setup for clean & TV Inspection Due to Point Repairs	1	EA	\$179.85	\$179.85	0.94	\$ 169.06
40	Root Removal	1	LF	\$3.60	\$3.60	0.94	\$ 3.38
41	Grease Removal	1	LF	\$3.60	\$3.60	0.94	\$ 3.38
42	Other Remote Obstruction Removal (max. 10 LF)	1	EA	\$1,618.65	\$1,618.65	0.94	\$ 1,521.53
43	Above Ground Physical Inspection	1	LF	\$4.80	\$4.80	0.94	\$ 4.51
Bypass for sewers and associated items							
44	Set Up 4" Pump (Per Pump)	1	EA	\$539.55	\$539.55	0.94	\$ 507.18
45	Set Up 6" Pump (Per Pump)	1	EA	\$1,258.95	\$1,258.95	0.94	\$ 1,183.41
46	Set Up 8" Pump (Per Pump)	1	EA	\$1,798.50	\$1,798.50	0.94	\$ 1,690.59
47	Set Up 12" Pump (Per Pump)	1	EA	\$3,177.35	\$3,177.35	0.94	\$ 2,986.71
48	Set Up 4" Piping	1	LF	\$44.96	\$44.96	0.94	\$ 42.26
49	Set Up 6" Piping	1	LF	\$55.75	\$55.75	0.94	\$ 52.41
50	Set Up 8" Piping	1	LF	\$95.92	\$95.92	0.94	\$ 90.16
51	Set up 12" Piping	1	LF	\$131.89	\$131.89	0.94	\$ 123.98
52	Set up 18" Piping	1	LF	\$161.87	\$161.87	0.94	\$ 152.15
53	Operate 4" Pumping System	1	DAY	\$112.71	\$112.71	0.94	\$ 105.94
PCA RFP OD-307-20							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
54	Operate 6" Pumping System	1	DAY	\$851.29	\$851.29	0.94	\$ 800.21
55	Operate 8" Pumping System	1	DAY	\$1,360.87	\$1,360.87	0.94	\$ 1,279.21
56	Operate 12" Pumping System	1	DAY	\$2,188.18	\$2,188.18	0.94	\$ 2,056.88

57	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	EA	\$551.54	\$551.54	0.94	\$ 518.45
58	Bypass - Street Ramp (Setup, Operate, Maintain)	1	EA	\$551.54	\$551.54	0.94	\$ 518.45
59	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	\$80.93	\$80.93	0.94	\$ 76.08
60	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	\$107.91	\$107.91	0.94	\$ 101.44
61	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	\$134.89	\$134.89	0.94	\$ 126.79
62	Bypass Plan (3rd Party Certified)	1	EA	\$2,577.85	\$2,577.85	0.94	\$ 2,423.18
CIPP reconstruction of water mains							
63	6" diameter liner	1	LF	\$95.92	\$95.92	0.94	\$ 90.16
64	8" diameter liner	1	LF	\$109.11	\$109.11	0.94	\$ 102.56
65	10" diameter liner	1	LF	\$131.89	\$131.89	0.94	\$ 123.98
66	12" diameter liner	1	LF	\$143.88	\$143.88	0.94	\$ 135.25
67	Re-opening of service connections internally	1	EA	\$419.65	\$419.65	0.94	\$ 394.47
The following items apply as applicable to sections B thru O and as needed in section A items 1-67:							
68	Mobilization	1	Day	\$239.80	\$239.80	0.94	\$ 225.41
69	Pre-Construction Video	1	LF	\$4.80	\$4.80	0.94	\$ 4.51
	a) Survey/As-builts	1	LF	\$2.27	\$2.27	0.94	\$ 2.13
70	Erosion Control	1	LF	\$6.00	\$6.00	0.94	\$ 5.64
71	MOT						
	a) Signage	1	Day	\$299.75	\$299.75	0.94	\$ 281.77
	b) Flagmen	1	HR	\$53.96	\$53.96	0.94	\$ 50.72
	c) Message Board, Deliniators	1	Day	\$172.66	\$172.66	0.94	\$ 162.30
72	Excavation/Backfill						
	a) 0-4 feet deep	1	Cuft	\$2.40	\$2.40	0.94	\$ 2.25
	b) 4-6 feet deep	1	Cuft	\$3.60	\$3.60	0.94	\$ 3.38
	c) 6-10 feet deep	1	Cuft	\$4.80	\$4.80	0.94	\$ 4.51
	d) Dewatering to include wellpoint system or drawdown pump per pit	1	Day	\$185.85	\$185.85	0.94	\$ 174.69
	e) On Site Dump Truck (Per Truck)	1	HR	\$110.00	\$110.00	0.94	\$ 103.40
	f) Dump Truck Haul Off (Excavated Material)	1	EA	\$292.88	\$292.88	0.94	\$ 275.30
	g) Steel Plates	1	LS	\$4,248.06	\$4,248.06	0.94	\$ 3,993.17
	h) Vac Tron Services	1	HR	\$478.00	\$478.00	0.94	\$ 449.32
73	Trench Shoring						
	a) 4-6 feet deep	1	F Trench	\$29.98	\$29.98	0.94	\$ 28.18
	b) 6-10 feet deep	1	LF Trench	\$41.97	\$41.97	0.94	\$ 39.45
74	Surface Restoration						
	a) Sod	1	SF	\$2.40	\$2.40	0.94	\$ 2.25
	b) 4-inch concrete	1	SF	\$10.19	\$10.19	0.94	\$ 9.58
	c) 6-inch concrete	1	SF	\$12.59	\$12.59	0.94	\$ 11.83
	d) 2-inch asphalt	1	SF	\$6.00	\$6.00	0.94	\$ 5.64
	e) 3-inch asphalt	1	SF	\$8.39	\$8.39	0.94	\$ 7.89
	f) Curb	1	LF	\$41.97	\$41.97	0.94	\$ 39.45
75	Material extras						
	a) Lime Rock	1	SY	\$59.95	\$59.95	0.94	\$ 56.35
	b) 57/Washed Stone	1	SY	\$59.95	\$59.95	0.94	\$ 56.35
	c) Imported Sand	1	SY	\$47.96	\$47.96	0.94	\$ 45.08
	d) Gravel	1	SY	\$53.96	\$53.96	0.94	\$ 50.72
	e) Geo Grid	1	SY	\$9.29	\$9.29	0.94	\$ 8.73
	g) Asphalt Striping (LF of project)	1	LF	\$0.85	\$0.85	0.94	\$ 0.80
B) Pipe Bursting with HDPE for Gravity Sewer Lines							
	HDPE DR 17						
76	6-inch diameter	1	LF	\$41.97	\$41.97	0.94	\$ 39.45
77	8-inch diameter	1	LF	\$47.96	\$47.96	0.94	\$ 45.08
78	10-inch diameter	1	LF	\$53.96	\$53.96	0.94	\$ 50.72
79	12-inch diameter	1	LF	\$59.95	\$59.95	0.94	\$ 56.35
80	14-inch diameter	1	LF	\$86.33	\$86.33	0.94	\$ 81.15
81	16-inch diameter	1	LF	\$110.31	\$110.31	0.94	\$ 103.69
82	18-inch diameter	1	LF	\$136.69	\$136.69	0.94	\$ 128.48
83	20-inch diameter	1	LF	\$164.26	\$164.26	0.94	\$ 154.41
	Manhole Connections						
84	6-inch	1	EA	\$179.85	\$179.85	0.94	\$ 169.06
PCA RFP OD-307-20							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit
85	8-inch	1	EA	\$239.80	\$239.80	0.94	\$ 225.41
86	10-inch	1	EA	\$299.75	\$299.75	0.94	\$ 281.77
87	12-inch	1	EA	\$359.70	\$359.70	0.94	\$ 338.12
88	14-inch	1	EA	\$419.65	\$419.65	0.94	\$ 394.47

89	16-inch	1	EA	\$479.60	\$479.60	0.94	\$ 450.82
90	18-inch	1	EA	\$539.55	\$539.55	0.94	\$ 507.18
91	20-inch	1	EA	\$599.50	\$599.50	0.94	\$ 563.53
	Sewer Later Connections						
92	4-inch connection						
	a) 0-4 feet deep	1	EA	\$1,139.05	\$1,139.05	0.94	\$ 1,070.71
	b) 4-6 feet deep	1	EA	\$1,798.50	\$1,798.50	0.94	\$ 1,690.59
	c) 6-10 feet deep	1	EA	\$2,997.50	\$2,997.50	0.94	\$ 2,817.65
93	6-inch connection						
	a) 0-4 feet deep	1	EA	\$1,438.80	\$1,438.80	0.94	\$ 1,352.47
	b) 4-6 feet deep	1	EA	\$2,278.10	\$2,278.10	0.94	\$ 2,141.41
	c) 6-10 feet deep	1	EA	\$3,477.10	\$3,477.10	0.94	\$ 3,268.47
	Clean-out Installation						
94	4-inch	1	EA	\$449.63	\$449.63	0.94	\$ 422.65
95	6-inch	1	EA	\$569.53	\$569.53	0.94	\$ 535.35
	Sewer Lateral Pipe Bursting						
96	4-inch	1	LF	\$37.17	\$37.17	0.94	\$ 34.94
97	6-inch	1	LF	\$41.97	\$41.97	0.94	\$ 39.45
	C) Pipe Bursting with Pre-Chlorination for Water Main Replacement Procedure						
	HDPE DR 11						
98	3-inch diameter	1	LF	\$32.37	\$32.37	0.94	\$ 30.43
99	4-inch diameter	1	LF	\$37.17	\$37.17	0.94	\$ 34.94
100	6-inch diameter	1	LF	\$47.96	\$47.96	0.94	\$ 45.08
101	8-inch diameter	1	LF	\$53.96	\$53.96	0.94	\$ 50.72
102	10-inch diameter	1	LF	\$59.95	\$59.95	0.94	\$ 56.35
103	12-inch diameter	1	LF	\$65.95	\$65.95	0.94	\$ 61.99
104	14-inch diameter	1	LF	\$112.71	\$112.71	0.94	\$ 105.94
105	16-inch diameter	1	LF	\$143.88	\$143.88	0.94	\$ 135.25
106	18-inch diameter	1	LF	\$161.87	\$161.87	0.94	\$ 152.15
107	20-inch diameter	1	LF	\$203.83	\$203.83	0.94	\$ 191.60
108	24-inch diameter	1	LF	\$263.78	\$263.78	0.94	\$ 247.95
	Note: Installation with HDPE, Fusible PVC/Ductile Iron available at market price						
	Fittings						
	a) Bends and sleeves, DI						
	a) 4-inch	1	EA	\$410.06	\$410.06	0.94	\$ 385.45
	b) 6-inch	1	EA	\$449.63	\$449.63	0.94	\$ 422.65
110	8-inch	1	EA	\$509.58	\$509.58	0.94	\$ 479.00
111	10-inch	1	EA	\$599.50	\$599.50	0.94	\$ 563.53
112	12-inch	1	EA	\$959.20	\$959.20	0.94	\$ 901.65
113	14-inch	1	EA	\$1,438.80	\$1,438.80	0.94	\$ 1,352.47
114	16-inch	1	EA	\$1,768.53	\$1,768.53	0.94	\$ 1,662.41
115	18-inch	1	EA	\$2,098.25	\$2,098.25	0.94	\$ 1,972.36
116	20-inch	1	EA	\$2,697.75	\$2,697.75	0.94	\$ 2,535.89
117	24-inch	1	EA	\$3,597.00	\$3,597.00	0.94	\$ 3,381.18
	b) Tees, DI						
118	6x6x4	1	EA	\$509.58	\$509.58	0.94	\$ 479.00
119	6x6x6	1	EA	\$569.53	\$569.53	0.94	\$ 535.35
120	8x8x4	1	EA	\$689.43	\$689.43	0.94	\$ 648.06
121	8x8x6	1	EA	\$719.40	\$719.40	0.94	\$ 676.24
122	8x8x8	1	EA	\$839.30	\$839.30	0.94	\$ 788.94
123	10x10x4	1	EA	\$749.38	\$749.38	0.94	\$ 704.41
124	10x10x6	1	EA	\$899.25	\$899.25	0.94	\$ 845.30
125	10x10x8	1	EA	\$989.18	\$989.18	0.94	\$ 929.82
126	10x10x10	1	EA	\$1,079.10	\$1,079.10	0.94	\$ 1,014.35
127	12x12x6	1	EA	\$1,318.90	\$1,318.90	0.94	\$ 1,239.77
128	12x12x8	1	EA	\$1,378.85	\$1,378.85	0.94	\$ 1,296.12
129	12x12x10	1	EA	\$1,438.80	\$1,438.80	0.94	\$ 1,352.47
130	12x12x12	1	EA	\$1,528.73	\$1,528.73	0.94	\$ 1,437.00
131	14x14x14	1	EA	\$1,918.40	\$1,918.40	0.94	\$ 1,803.30
132	16x4 tee	1	EA	\$3,297.25	\$3,297.25	0.94	\$ 3,099.42
133	16x6x6cross	1	EA	\$4,496.25	\$4,496.25	0.94	\$ 4,226.48
134	16x6 tee	1	EA	\$3,537.05	\$3,537.05	0.94	\$ 3,324.83
135	16x6 tee blowoff	1	EA	\$4,196.50	\$4,196.50	0.94	\$ 3,944.71
136	16x8x8 cross	1	EA	\$4,736.05	\$4,736.05	0.94	\$ 4,451.89
137	16x20 reducer	1	EA	\$1,498.75	\$1,498.75	0.94	\$ 1,408.83
138	18x18x18	1	EA	\$2,637.80	\$2,637.80	0.94	\$ 2,479.53

139	20 tee	1	EA	\$5,095.75	\$5,095.75	0.94	\$ 4,790.01
140	20 cross	1	EA	\$5,995.00	\$5,995.00	0.94	\$ 5,635.30
141	24 tee	1	EA	\$6,294.75	\$6,294.75	0.94	\$ 5,917.07
142	24 cross	1	EA	\$7,194.00	\$7,194.00	0.94	\$ 6,762.36
	a) Fittings available per Pound	1	LB	\$5.58	\$5.58	0.94	\$ 5.24
	Gate Valves						
143	4-inch	1	EA	\$506.00	\$506.00	0.94	\$ 475.64
144	6-inch	1	EA	\$1,138.50	\$1,138.50	0.94	\$ 1,070.19
145	8-inch	1	EA	\$1,739.38	\$1,739.38	0.94	\$ 1,635.01
PCA RFP OD-307-20							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit
146	10-inch	1	EA	\$2,213.75	\$2,213.75	0.94	\$ 2,080.93
147	12-inch	1	EA	\$3,162.50	\$3,162.50	0.94	\$ 2,972.75
148	14-inch	1	EA	\$6,957.50	\$6,957.50	0.94	\$ 6,540.05
149	16-inch	1	EA	\$7,779.75	\$7,779.75	0.94	\$ 7,312.97
150	18-inch	1	EA	\$11,511.50	\$11,511.50	0.94	\$ 10,820.81
151	20-inch	1	EA	\$14,231.25	\$14,231.25	0.94	\$ 13,377.38
152	24-inch	1	EA	\$18,658.75	\$18,658.75	0.94	\$ 17,539.23
153	Remove valve only	1	EA	\$316.25	\$316.25	0.94	\$ 297.28
154	Install new valve vault	1	EA	\$7,194.00	\$7,194.00	0.94	\$ 6,762.36
155	Fire Hydrants	1	EA	\$4,468.75	\$4,468.75	0.94	\$ 4,200.63
	Connection at Services						
	a) Up to 1" service, short side up to 5-feet						
156	4-inch main	1	EA	\$506.00	\$506.00	0.94	\$ 475.64
157	6-inch main	1	EA	\$569.25	\$569.25	0.94	\$ 535.10
158	8-inch main	1	EA	\$600.88	\$600.88	0.94	\$ 564.82
159	10-inch main	1	EA	\$632.50	\$632.50	0.94	\$ 594.55
160	12-inch main	1	EA	\$695.75	\$695.75	0.94	\$ 654.01
161	16-inch main	1	EA	\$885.50	\$885.50	0.94	\$ 832.37
162	18-inch main	1	EA	\$1,075.25	\$1,075.25	0.94	\$ 1,010.74
163	20-inch main	1	EA	\$1,391.50	\$1,391.50	0.94	\$ 1,308.01
164	24-inch main	1	EA	\$1,771.00	\$1,771.00	0.94	\$ 1,664.74
	b) Up to 2" service, short side up to 5-feet						
165	4-inch main	1	EA	\$759.00	\$759.00	0.94	\$ 713.46
166	6-inch main	1	EA	\$822.25	\$822.25	0.94	\$ 772.92
167	8-inch main	1	EA	\$853.88	\$853.88	0.94	\$ 802.64
168	10-inch main	1	EA	\$885.50	\$885.50	0.94	\$ 832.37
169	12-inch main	1	EA	\$948.75	\$948.75	0.94	\$ 891.83
170	16-inch main	1	EA	\$1,138.50	\$1,138.50	0.94	\$ 1,070.19
171	18-inch main	1	EA	\$1,391.50	\$1,391.50	0.94	\$ 1,308.01
172	20-inch main	1	EA	\$1,707.75	\$1,707.75	0.94	\$ 1,605.29
173	24-inch main	1	EA	\$1,960.75	\$1,960.75	0.94	\$ 1,843.11
	c) Up to 1" service, long side up to 25-feet						
174	4-inch main	1	EA	\$980.38	\$980.38	0.94	\$ 921.55
175	6-inch main	1	EA	\$1,075.25	\$1,075.25	0.94	\$ 1,010.74
176	8-inch main	1	EA	\$1,106.88	\$1,106.88	0.94	\$ 1,040.46
177	10-inch main	1	EA	\$1,138.50	\$1,138.50	0.94	\$ 1,070.19
178	12-inch main	1	EA	\$1,201.75	\$1,201.75	0.94	\$ 1,129.65
179	16-inch main	1	EA	\$1,391.50	\$1,391.50	0.94	\$ 1,308.01
180	18-inch main	1	EA	\$1,581.25	\$1,581.25	0.94	\$ 1,486.38
181	20-inch main	1	EA	\$2,087.25	\$2,087.25	0.94	\$ 1,962.02
182	24-inch main	1	EA	\$2,277.00	\$2,277.00	0.94	\$ 2,140.38
	d) Up to 2" service, long side up to 25-feet						
183	4-inch main	1	EA	\$1,265.00	\$1,265.00	0.94	\$ 1,189.10
184	6-inch main	1	EA	\$1,328.25	\$1,328.25	0.94	\$ 1,248.56
185	8-inch main	1	EA	\$1,359.88	\$1,359.88	0.94	\$ 1,278.28
186	10-inch main	1	EA	\$1,391.50	\$1,391.50	0.94	\$ 1,308.01
187	12-inch main	1	EA	\$1,454.75	\$1,454.75	0.94	\$ 1,367.47
188	16-inch main	1	EA	\$1,834.25	\$1,834.25	0.94	\$ 1,724.20
189	18-inch main	1	EA	\$2,087.25	\$2,087.25	0.94	\$ 1,962.02
190	20-inch main	1	EA	\$2,466.75	\$2,466.75	0.94	\$ 2,318.75
191	24-inch main	1	EA	\$2,783.00	\$2,783.00	0.94	\$ 2,616.02
	e) Additional service length						
192	Over 30-feet x 1"	1	LF	\$14.39	\$14.39	0.94	\$ 13.52
193	Over 30-feet x 2"	1	LF	\$17.99	\$17.99	0.94	\$ 16.91
	Note: Service pipe HDPE, Copper available at market price						
	f) Vacuum breaker for water service						
193.1	up to 1-inch	1	EA	\$1,700.00	\$1,700.00	0.94	\$ 1,598.00

193.2	up to 2-inch	1	EA	\$1,825.00	\$1,825.00	0.94	\$ 1,715.50
193.3	up to 3-inch	1	EA	\$1,950.00	\$1,950.00	0.94	\$ 1,833.00
193.4	Meter Relocations	1	EA	\$650.00	\$650.00	0.94	\$ 611.00
	Line Stops						
194	4-inch	1	EA	\$4,620.00	\$4,620.00	0.94	\$ 4,342.80
195	6-inch	1	EA	\$5,940.00	\$5,940.00	0.94	\$ 5,583.60
196	8-inch	1	EA	\$6,600.00	\$6,600.00	0.94	\$ 6,204.00
197	10-inch	1	EA	\$6,600.00	\$6,600.00	0.94	\$ 6,204.00
198	12-inch	1	EA	\$9,240.00	\$9,240.00	0.94	\$ 8,685.60
199	16-inch	1	EA	\$17,985.00	\$17,985.00	0.94	\$ 16,905.90
200	18-inch	1	EA	\$21,582.00	\$21,582.00	0.94	\$ 20,287.08
201	20-inch	1	EA	\$22,781.00	\$22,781.00	0.94	\$ 21,414.14
202	24-inch	1	EA	\$25,179.00	\$25,179.00	0.94	\$ 23,668.26
	Bypass for water main pipe bursting or CIPP lining						
203	2-inch temporary	1	LF	\$27.58	\$27.58	0.94	\$ 25.92
204	4-inch temporary	1	LF	\$31.17	\$31.17	0.94	\$ 29.30
205	6-inch temporary	1	LF	\$37.17	\$37.17	0.94	\$ 34.94
	Temporary service connections for water main bypass						
206	2-inch short side	1	EA	\$329.73	\$329.73	0.94	\$ 309.94
207	2-inch long side	1	EA	\$449.63	\$449.63	0.94	\$ 422.65
208	4-inch short side	1	EA	\$359.70	\$359.70	0.94	\$ 338.12
209	4-inch long side	1	EA	\$479.60	\$479.60	0.94	\$ 450.82
210	6-inch short side	1	EA	\$389.68	\$389.68	0.94	\$ 366.29
211	6-inch long side	1	EA	\$509.58	\$509.58	0.94	\$ 479.00
	D) Polyethylene (PE) Sewer Pipe Sliplining						
	PE Pipe DR 22.5						
212	4-inch	1	LF	\$29.98	\$29.98	0.94	\$ 28.18
213	6-inch	1	LF	\$35.97	\$35.97	0.94	\$ 33.81
214	8-inch	1	LF	\$41.97	\$41.97	0.94	\$ 39.45
215	10-inch	1	LF	\$47.96	\$47.96	0.94	\$ 45.08
216	12-inch	1	LF	\$53.96	\$53.96	0.94	\$ 50.72
217	Annular Space - Grouting	1	CY	\$359.70	\$359.70	0.94	\$ 338.12
	PCA RFP OD-307-20						
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
	E) Procedures for Rehabilitation of Existing Pipelines						
	Pipe String Fusion						
218	4-inch	1	LF	\$35.97	\$35.97	0.94	\$ 33.81
219	6-inch	1	LF	\$41.97	\$41.97	0.94	\$ 39.45
220	8-inch	1	LF	\$47.96	\$47.96	0.94	\$ 45.08
221	10-inch	1	LF	\$53.96	\$53.96	0.94	\$ 50.72
222	12-inch	1	LF	\$59.95	\$59.95	0.94	\$ 56.35
	Pressure Testing						
223	4-12 inch	1	LF	\$2.40	\$2.40	0.94	\$ 2.25
224	Charge Water	1	K-Gals	\$1.20	\$1.20	0.94	\$ 1.13
	Chlorination						
225	4-inch	1	LF	\$1.20	\$1.20	0.94	\$ 1.13
226	6-inch	1	LF	\$1.80	\$1.80	0.94	\$ 1.69
227	8-inch	1	LF	\$2.40	\$2.40	0.94	\$ 2.25
228	10-inch	1	LF	\$3.00	\$3.00	0.94	\$ 2.82
229	12-inch	1	LF	\$3.60	\$3.60	0.94	\$ 3.38
230	BT Test	1	EA	\$299.75	\$299.75	0.94	\$ 281.77
	Flushing						
231	4-12 inch	1	LF	\$0.60	\$0.60	0.94	\$ 0.56
232	Charge Water	1	K-Gals	\$0.60	\$0.60	0.94	\$ 0.56
	Dechlorination						
233	4-12 inch	1	K-Gals	\$1.20	\$1.20	0.94	\$ 1.13
	PCA RFP OD-307-20						
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
	F) Trenchless Rehabilitation/Reconstruction of Pipelines and Conduits						

Compression Fit HDPE Pipe Lining							
a) Camera							
234	0-10 inch	1	LF	\$1.20	\$1.20	0.94	\$ 1.13
235	10-24 inch	1	LF	\$1.80	\$1.80	0.94	\$ 1.69
236	25-36 inch	1	LF	\$2.40	\$2.40	0.94	\$ 2.25
237	37-48 inch	1	LF	\$3.00	\$3.00	0.94	\$ 2.82
238	Over 48 inch	1	LF	\$3.60	\$3.60	0.94	\$ 3.38
b) Clean							
239	0-10 inch	1	LF	\$3.00	\$3.00	0.94	\$ 2.82
240	10-24 inch	1	LF	\$3.60	\$3.60	0.94	\$ 3.38
241	25-36 inch	1	LF	\$4.20	\$4.20	0.94	\$ 3.94
242	37-48 inch	1	LF	\$4.80	\$4.80	0.94	\$ 4.51
243	Over 48 inch	1	LF	\$5.40	\$5.40	0.94	\$ 5.07
c) Piggging See item G) Pig Cleaning							
d) Gauging							
244	0-10 inch	1	LF	\$6.00	\$6.00	0.94	\$ 5.64
245	10-24 inch	1	LF	\$9.59	\$9.59	0.94	\$ 9.02
246	25-36 inch	1	LF	\$13.19	\$13.19	0.94	\$ 12.40
247	37-48 inch	1	LF	\$16.79	\$16.79	0.94	\$ 15.78
248	Over 48 inch	1	Per-inch	\$1.20	\$1.20	0.94	\$ 1.13
e) Obstruction Removal							
249		1	EA	\$719.40	\$719.40	0.94	\$ 676.24
f) Pipe Liner Insertion							
1) PE 4710 DR 41							
250	4-inch	1	LF	\$11.99	\$11.99	0.94	\$ 11.27
251	6-inch	1	LF	\$23.98	\$23.98	0.94	\$ 22.54
252	8-inch	1	LF	\$29.98	\$29.98	0.94	\$ 28.18
253	10-inch	1	LF	\$41.97	\$41.97	0.94	\$ 39.45
254	12-inch	1	LF	\$59.95	\$59.95	0.94	\$ 56.35
255	16-inch	1	LF	\$89.93	\$89.93	0.94	\$ 84.53
256	18-inch	1	LF	\$113.91	\$113.91	0.94	\$ 107.07
257	20-inch	1	LF	\$155.87	\$155.87	0.94	\$ 146.52
258	24-inch	1	LF	\$215.82	\$215.82	0.94	\$ 202.87
259	30-inch	1	LF	\$287.76	\$287.76	0.94	\$ 270.49
260	36-inch	1	LF	\$335.72	\$335.72	0.94	\$ 315.58
261	42-inch	1	LF	\$407.66	\$407.66	0.94	\$ 383.20
262	48-inch	1	LF	\$479.60	\$479.60	0.94	\$ 450.82
263	54-inch	1	LF	\$569.53	\$569.53	0.94	\$ 535.35
2) PE 4710 DR 32.5							
264	4-inch	1	LF	\$23.98	\$23.98	0.94	\$ 22.54
265	6-inch	1	LF	\$29.98	\$29.98	0.94	\$ 28.18
266	8-inch	1	LF	\$35.97	\$35.97	0.94	\$ 33.81
267	10-inch	1	LF	\$47.96	\$47.96	0.94	\$ 45.08
268	12-inch	1	LF	\$65.95	\$65.95	0.94	\$ 61.99
269	16-inch	1	LF	\$95.92	\$95.92	0.94	\$ 90.16
270	18-inch	1	LF	\$125.90	\$125.90	0.94	\$ 118.34
271	20-inch	1	LF	\$179.85	\$179.85	0.94	\$ 169.06
272	24-inch	1	LF	\$239.80	\$239.80	0.94	\$ 225.41
273	30-inch	1	LF	\$311.74	\$311.74	0.94	\$ 293.04
274	36-inch	1	LF	\$359.70	\$359.70	0.94	\$ 338.12
275	42-inch	1	LF	\$431.64	\$431.64	0.94	\$ 405.74
276	48-inch	1	LF	\$503.58	\$503.58	0.94	\$ 473.37
277	54-inch	1	LF	\$569.53	\$569.53	0.94	\$ 535.35
3) PE 4710 DR 26							
PCA RFP OD-307-20							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
278	4-inch	1	LF	\$29.98	\$29.98	0.94	\$ 28.18
279	6-inch	1	LF	\$35.97	\$35.97	0.94	\$ 33.81
280	8-inch	1	LF	\$41.97	\$41.97	0.94	\$ 39.45
281	10-inch	1	LF	\$53.96	\$53.96	0.94	\$ 50.72
282	12-inch	1	LF	\$71.94	\$71.94	0.94	\$ 67.62
283	16-inch	1	LF	\$107.91	\$107.91	0.94	\$ 101.44
284	18-inch	1	LF	\$143.88	\$143.88	0.94	\$ 135.25

285	20-inch	1	LF	\$209.83	\$209.83	0.94	\$	197.24
286	24-inch	1	LF	\$263.78	\$263.78	0.94	\$	247.95
287	30-inch	1	LF	\$335.72	\$335.72	0.94	\$	315.58
288	36-inch	1	LF	\$359.70	\$359.70	0.94	\$	338.12
289	42-inch	1	LF	\$455.62	\$455.62	0.94	\$	428.28
290	48-inch	1	LF	\$527.56	\$527.56	0.94	\$	495.91
291	54-inch	1	LF	\$605.50	\$605.50	0.94	\$	569.17
	4) PE 4710 DR 21							
292	4-inch	1	LF	\$35.97	\$35.97	0.94	\$	33.81
293	6-inch	1	LF	\$41.97	\$41.97	0.94	\$	39.45
294	8-inch	1	LF	\$47.96	\$47.96	0.94	\$	45.08
295	10-inch	1	LF	\$59.95	\$59.95	0.94	\$	56.35
296	12-inch	1	LF	\$77.94	\$77.94	0.94	\$	73.26
297	16-inch	1	LF	\$119.90	\$119.90	0.94	\$	112.71
298	18-inch	1	LF	\$155.87	\$155.87	0.94	\$	146.52
299	20-inch	1	LF	\$227.81	\$227.81	0.94	\$	214.14
300	24-inch	1	LF	\$287.76	\$287.76	0.94	\$	270.49
301	30-inch	1	LF	\$371.69	\$371.69	0.94	\$	349.39
302	36-inch	1	LF	\$395.67	\$395.67	0.94	\$	371.93
303	42-inch	1	LF	\$479.60	\$479.60	0.94	\$	450.82
304	48-inch	1	LF	\$551.54	\$551.54	0.94	\$	518.45
305	54-inch	1	LF	\$641.47	\$641.47	0.94	\$	602.98
	5) PE 4710 DR 17							
306	4-inch	1	LF	\$41.97	\$41.97	0.94	\$	39.45
307	6-inch	1	LF	\$47.96	\$47.96	0.94	\$	45.08
308	8-inch	1	LF	\$53.96	\$53.96	0.94	\$	50.72
309	10-inch	1	LF	\$65.95	\$65.95	0.94	\$	61.99
310	12-inch	1	LF	\$83.93	\$83.93	0.94	\$	78.89
311	16-inch	1	LF	\$131.89	\$131.89	0.94	\$	123.98
312	18-inch	1	LF	\$167.86	\$167.86	0.94	\$	157.79
313	20-inch	1	LF	\$245.80	\$245.80	0.94	\$	231.05
314	24-inch	1	LF	\$311.74	\$311.74	0.94	\$	293.04
315	30-inch	1	LF	\$407.66	\$407.66	0.94	\$	383.20
316	36-inch	1	LF	\$431.64	\$431.64	0.94	\$	405.74
317	42-inch	1	LF	\$515.57	\$515.57	0.94	\$	484.64
318	48-inch	1	LF	\$581.52	\$581.52	0.94	\$	546.62
319	54-inch	1	LF	\$701.42	\$701.42	0.94	\$	659.33
	G) Pig Cleaning							
	Foam Pig							
320	0-12 inch	1	LF	\$0.60	\$0.60	0.94	\$	0.56
321	13-24 inch	1	LF	\$1.80	\$1.80	0.94	\$	1.69
322	25-36 inch	1	LF	\$3.00	\$3.00	0.94	\$	2.82
323	37-48 inch	1	LF	\$4.20	\$4.20	0.94	\$	3.94
324	Over 48 inch	1	LF	\$6.00	\$6.00	0.94	\$	5.64
	Wire Bullet Pig							
325	0-12 inch	1	LF	\$3.60	\$3.60	0.94	\$	3.38
326	13-24 inch	1	LF	\$4.80	\$4.80	0.94	\$	4.51
327	25-36 inch	1	LF	\$7.19	\$7.19	0.94	\$	6.76
328	37-48 inch	1	LF	\$10.79	\$10.79	0.94	\$	10.14
329	Over 48 inch	1	LF	\$14.39	\$14.39	0.94	\$	13.52
	Blade Scraper Pig							
330	0-12 inch	1	LF	\$0.60	\$0.60	0.94	\$	0.56
331	13-24 inch	1	LF	\$1.80	\$1.80	0.94	\$	1.69
332	25-36 inch	1	LF	\$3.00	\$3.00	0.94	\$	2.82
333	37-48 inch	1	LF	\$4.20	\$4.20	0.94	\$	3.94
334	Over 48 inch	1	LF	\$6.00	\$6.00	0.94	\$	5.64
	H) Time and Material Unit Rates for Change Orders							
	Materials, Subcontractors and Rentals							
335	Markup = 15%							
336	Sales Taxes = Per Jurisdiction							
	Labor							
337	Executive Supervisor	1	HR	\$101.92	\$101.92	0.94	\$	95.80
	a) Project Management	1	HR	\$89.93	\$89.93	0.94	\$	84.53

338	Superintendent	1	HR	\$53.96	\$53.96	0.94	\$ 50.72
PCA RFP OD-307-20							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
339	Administrator	1	HR	\$29.98	\$29.98	0.94	\$ 28.18
340	Crew Chief	1	HR	\$47.96	\$47.96	0.94	\$ 45.08
341	Equipment Operator	1	HR	\$41.97	\$41.97	0.94	\$ 39.45
342	Pipelayer - Skilled	1	HR	\$35.97	\$35.97	0.94	\$ 33.81
343	Pipelayer - Helper	1	HR	\$33.57	\$33.57	0.94	\$ 31.56
344	Laborer - Unskilled	1	HR	\$29.98	\$29.98	0.94	\$ 28.18
I) Directional Drilling & Pipe Installation							
345	2-inch	1	LF	\$22.78	\$22.78	0.94	\$ 21.41
346	4-inch	1	LF	\$31.17	\$31.17	0.94	\$ 29.30
347	6-inch	1	LF	\$41.97	\$41.97	0.94	\$ 39.45
348	8-inch	1	LF	\$47.96	\$47.96	0.94	\$ 45.08
349	10-inch	1	LF	\$65.95	\$65.95	0.94	\$ 61.99
350	12-inch	1	LF	\$86.33	\$86.33	0.94	\$ 81.15
351	14-inch	1	LF	\$106.71	\$106.71	0.94	\$ 100.31
352	16-inch	1	LF	\$119.90	\$119.90	0.94	\$ 112.71
353	18-inch	1	LF	\$137.89	\$137.89	0.94	\$ 129.61
354	20-inch	1	LF	\$215.82	\$215.82	0.94	\$ 202.87
355	24-inch	1	LF	\$287.76	\$287.76	0.94	\$ 270.49
J) Gravity Sewer CIPP Lateral Renewal Systems							
356	4 inch lateral up to 25 lf	1	EA	\$1,798.50	\$1,798.50	0.94	\$ 1,690.59
357	6 inch lateral up to 25 lf	1	EA	\$2,098.25	\$2,098.25	0.94	\$ 1,972.36
358	4 inch tophat installation	1	EA	\$839.30	\$839.30	0.94	\$ 788.94
359	6 inch tophat installation	1	EA	\$1,079.10	\$1,079.10	0.94	\$ 1,014.35
K) Manhole Rehabilitation							
360	4 foot diameter						
	a) Mud Interior Coating	1	VF	\$299.75	\$299.75	0.94	\$ 281.77
	b) Epoxy sprayed Interior Coating	1	VF	\$447.23	\$447.23	0.94	\$ 420.39
	c) New manhole installation	1	VF	\$1,404.03	\$1,404.03	0.94	\$ 1,319.79
361	6 foot diameter	1	VF	\$318.93	\$318.93	0.94	\$ 299.80
362	Lift station rehabilitation	1	SF	\$21.58	\$21.58	0.94	\$ 20.29
363	Existing coating removal	1	SF	\$6.00	\$6.00	0.94	\$ 5.64
364	Adjust existing manhole cover and ring (grass)	1	EA	\$479.60	\$479.60	0.94	\$ 450.82
365	Adjust existing manhole cover and ring (Asphalt)	1	EA	\$719.40	\$719.40	0.94	\$ 676.24
366	Install new manhole ring and cover (grass)	1	EA	\$839.30	\$839.30	0.94	\$ 788.94
367	Install new manhole ring and cover (Asphalt)	1	EA	\$1,318.90	\$1,318.90	0.94	\$ 1,239.77
368	Furnish and install manhole chimney seal	1	EA	\$599.50	\$599.50	0.94	\$ 563.53
369	Re-construct manhole bench and channel flow	1	EA	\$599.50	\$599.50	0.94	\$ 563.53
L) Slip-lining down to DR 11							
370	4-inch	1	EA	\$35.97	\$35.97	0.94	\$ 33.81
371	6-inch	1	EA	\$41.97	\$41.97	0.94	\$ 39.45
372	8-inch	1	EA	\$47.96	\$47.96	0.94	\$ 45.08
373	10-inch	1	EA	\$59.95	\$59.95	0.94	\$ 56.35
374	12-inch	1	EA	\$83.93	\$83.93	0.94	\$ 78.89
375	16-inch	1	EA	\$119.90	\$119.90	0.94	\$ 112.71
376	18-inch	1	EA	\$137.89	\$137.89	0.94	\$ 129.61
377	24-inch	1	EA	\$287.76	\$287.76	0.94	\$ 270.49
378	30-inch	1	EA	\$383.68	\$383.68	0.94	\$ 360.66
379	36-inch	1	EA	\$455.62	\$455.62	0.94	\$ 428.28
380	42-inch	1	EA	\$503.58	\$503.58	0.94	\$ 473.37
381	48-inch	1	EA	\$575.52	\$575.52	0.94	\$ 540.99
382	54-inch	1	EA	\$767.36	\$767.36	0.94	\$ 721.32
383	63-inch	1	EA	\$899.25	\$899.25	0.94	\$ 845.30
M) Large Diameter HDPE							
	Pipe String Fusion						
384	14-inch	1	LF	\$65.95	\$65.95	0.94	\$ 61.99
385	16-inch	1	LF	\$77.94	\$77.94	0.94	\$ 73.26
386	18-inch	1	LF	\$89.93	\$89.93	0.94	\$ 84.53
387	20-inch	1	LF	\$101.92	\$101.92	0.94	\$ 95.80
388	24-inch	1	LF	\$125.90	\$125.90	0.94	\$ 118.34
389	30-inch	1	LF	\$161.87	\$161.87	0.94	\$ 152.15
390	36-inch	1	LF	\$203.83	\$203.83	0.94	\$ 191.60

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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN BAL HARBOUR VILLAGE
AND
MURPHY PIPELINE CO.
FOR
WATER AND WASTEWATER REHABILITATION AND RELATED ITEMS AND SERVICES**

This Professional Services Agreement ("Agreement") is entered into this ____ day of _____, 2023, between **BAL HARBOUR VILLAGE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 655 96 Street Bal Harbour Village, Florida, 33154 ("Village"), and **Murphy Pipeline Co.**, a Florida Corporation, whose address is 1876 Everlee Road, Jacksonville FL 32216 (Contractor).

WHEREAS, on May 28, 2019, the Village entered into an interlocal agreement with Purchasing Cooperative of America ("PCA"); and

WHEREAS, on June 18, 2019, the Village Council adopted Resolution No. 2019-1229 approving an Agreement with Murphy Pipeline Contractors Inc. (MPC), for the provision of water and wastewater system rehabilitation and related services at pricing established by Purchasing Cooperative of America (PCA) and Murphy Pipeline Contractors, Inc.

WHEREAS, the agreement between the Village and MPC expired in June of 2023 and necessitates the Village Council approval of a new agreement; and

WHEREAS, the Village intends enter into an Agreement with Murphy Pipeline Contractors, Inc., utilizing the pricing as established and specified within Purchasing Cooperative of America (PCA) Contract No. OD-307-20 and PCA RFP No. 3-206-18 for the Water and Wastewater System Rehabilitation and Related Items and Services, which includes the pricing per linear foot for the pipe sizes necessary for the Service in order to repair and maintain an existing public facility pursuant to 255.20(1)(c)(5); and

WHEREAS, the PCA contract was awarded to Murphy Pipeline Co., on May 5, 2020 to May 4 2025 and subject to mutually approved renewals and price adjustments unless otherwise notified.

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SECTION 1

DEFINITIONS

- Agreement: This Agreement between the Village and Contractor, including any exhibits and amendments thereto, PCA contract No. OD-307-20., and
- Village Manager: The chief administrative officer of the Village.
- Contractor: For the purposes of this Agreement, Contractor shall be deemed to be an independent contractor, and not an agent or employee of the Village.
- Services: All services, work and actions by the Contractor performed or undertaken pursuant to the Agreement.
- Fee: Amount paid to the Contractor as compensation for Services.

SECTION 2

SCOPE OF SERVICES

2.1 The purpose of this Agreement is to provide Services for the Village's Public Works and Beatification Department. In consideration of the Fee to be paid to Contractor by the Village, Contractor shall provide the work and services described in Exhibit "A" hereto (the Services). Contractor agrees and acknowledges that Contractor did not take any exceptions to the PCA contract No. OD-307-20 and PCA RFP No. 3-206-18, and is prohibited from exempting any provision of the PCA contract No. OD-307-20 or PCA RFP No. 3-206-18 in any of Contractor's Services pursuant to this Agreement. The provisions and requirements of the PCA's contract No. OD-307-20., PCA and RFP No. 3-206-18.

PCA contract No. OD-307-20, and PCA RFP No. 3-206-18 Scope of Services, are hereby ratified and confirmed and are incorporated herein by this reference. Contractor shall comply with each and every provision of the Scope of Services.

2.2 Contractor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule below.

SECTION 3

TERM

The term of this Agreement ("Term") shall commence upon execution of this Agreement by all parties hereto, and shall have an initial period of two (2) years, with an effective starting date of _____, 2023 and an end date of May 4, 2025 ("the

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Term"). Renewals and price adjustment are subject the approval of Purchasing Cooperative of America (PCA) and to mutual approval of the Village and Murphy Pipeline Contractors Inc.

Notwithstanding the Term provided herein, Contractor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Section 2.2.

SECTION 4

FEE

4.1 AMOUNT OF PAYMENT In consideration of the Services to be provided, Contractor shall be compensated pursuant to the terms and conditions of Exhibit B that shall not exceed for the Term provided herein. Such compensation shall not exceed the budgeted amount allocated in line item #___ for each applicable fiscal year.

4.2 METHOD OF PAYMENT. Payment shall be based on unit pricing pursuant to Exhibit "B".

4.3 INVOICING

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for the Services.

Invoices shall include a detailed description of the Services provided, and shall be submitted to the Village at the following address:

John Oldenburg
Bal Harbour Village
Public Works & Beautification Department
655 96 Street
Bal Harbour, FL 33154
(305) 993-7436

SECTION 5 TERMINATION

5.1 TERMINATION FOR CAUSE

If the Contractor shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the Village, through its Village Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the Village

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shall notify the Contractor of its violation of the particular term(s) of this Agreement, and shall grant Contractor twenty-four (24) hours to cure such default. If such default remains uncured after twenty-four (24) hours, the Village may terminate this Agreement without further notice to Contractor. Upon termination, the Village shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Village for damages sustained by the Village by any breach of the Agreement by the Contractor. The Village, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the Village's right and remedies against Contractor. The Village shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

5.2 TERMINATION FOR CONVENIENCE OF THE VILLAGE

The Village may also, through its Village manager, and for its convenience and without cause, terminate the agreement at any time during the term by giving written notice to Contractor of such termination; which shall become effective within thirty (30) days following receipt by the Contractor of such notice. If the agreement is terminated for convenience by the Village, Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this agreement.

5.3 TERMINATION FOR INSOLVENCY

The Village also reserves the right to terminate the Agreement in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

SECTION 6

INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Bal Harbour Village and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its officers, employees, agents, contractors, or any other person or entity acting under Contractor's control or supervision, in connection with, related to, or as a result of the Contractor's performance of the Services pursuant to this Agreement. To that extent, the Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and

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Agreement-MPC-Water and Wastewater Rehabilitation and Related Services 2023

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losses, and shall pay all costs and attorneys' fees expended by the Village in the defense of such claims and losses, including appeals.

The parties agree that one percent (1%) of the total compensation to Contractor for performance of the Services under this Agreement is the specific consideration from the Village to the Contractor for the Contractor's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

6.2 INSURANCE REQUIREMENTS

The Contractor shall maintain and carry in full force during the Term, the following insurance:

1. Contractor General Liability, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate; and
2. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.
3. Automobile Liability, in the amount of \$1,000,000 combined single limit per accident

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "A" as to management and not less than "Class VII" as to strength by the latest edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

All of Contractor's certificates shall contain endorsements providing that written notice shall be given to the Village at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy.

Original certificates of insurance must be submitted to the Village Manager or designee for approval (prior to any work and/or services commencing) and will be kept on file in the office of the Village Manager or designee. The Village shall have the right to obtain from the Contractor copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The Contractor is also solely responsible for obtaining and submitting all insurance certificates for any sub-Contractors.

Compliance with the foregoing requirements shall not relieve the Contractor of the liabilities and obligations under this Section or under any other portion of this Agreement.

The Contractor shall not commence any work and or services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the Village Manager or designee.

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SECTION 7 LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Contractor and the Village expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8 LIMITATION OF VILLAGE'S LIABILITY

The Village desires to enter into this Agreement only if in so doing the Village can place a limit on the Village's liability for any cause of action, for money damages due to an alleged breach by the Village of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the Village for any damage action for breach of contract to be limited to a maximum amount of \$1,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the Village shall not be liable to the Contractor for damages in an amount in excess of \$1,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the Village by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to prohibit the statutory waiver of sovereign immunity for liability for torts under Section 768.28, Florida Statutes. However, nothing in this section or elsewhere in this Agreement is in any intended to be a waiver of the limitation placed upon the Village's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9 GENERAL PROVISIONS

9.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Contractor, and at any time during normal business hours (i.e. 9AM - 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the Village Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the Village Manager, and/or such representatives as the Village Manager may deem to act on the Village's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement.

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Contractor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

9.2 ASSIGNMENT, TRANSFER OR SUB CONSULTING

Contractor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the Village Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

9.3 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Contractor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the Village Manager.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor 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 contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor 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 contractor's legal duty to furnish information.

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4. The contractor 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 contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

9.5 CONFLICT OF INTEREST

The Contractor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, and as may be amended from time to time; and by the Bal Harbour Village Charter and Code (as some may be amended from time to time); both of which are incorporated by reference herein as if fully set forth herein.

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirectly, which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising there from.

9.6 COPELAND ANTI-KICKBACK ACT

1. "Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."

2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor accepts

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responsibility for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

9.7 CONTRACT WORK HOURS AND SAFETY STANDARDS

1. Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

9.8 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

"Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)."

9.9 SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

9.10 BYRD ANTI-LOBBYING AMENDMENT

"Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractor shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with

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non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.”

9.11. WARRANTIES

Contractor represents and warrants that Contractor is free to enter into the terms of this Agreement and that Contractor has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Contractor further represents and warrants that Contractor has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

The Contractor warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Contractor’s profession.

The Contractor shall be responsible for technical deficiency in the (Service deliverable; i.e. study, design, etc.) due to errors and omissions for two years after the date of acceptance of the Services by the Village. The Contractor shall, upon the request of the Village, promptly correct or replace all deficient work due to errors or omissions without cost to the Village.

SECTION 10 NOTICES

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Contractor and the Village listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CONTRACTOR: Murphy Pipeline Contractors
12235 New Berlin Rd.
Jacksonville, FL 32226

TO VILLAGE: John Oldenburg
Bal Harbour Village
Parks & Public Spaces Department
655 96 Street
Bal Harbour Village, FL 33154

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to

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any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the day on which personally served, or the day of receipt by either U.S. certified mail or overnight delivery.

SECTION 11 **MISCELLANEOUS PROVISIONS**

11.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11.3 ANTI-DISCRIMINATION.

Contractor certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Contractor further agrees that neither Contractor, nor any parent company, subsidiaries or affiliates of Contractor are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country that falls within the definition of "Open Trade jurisdiction" as defined in section 2-401 of the Village Code of Ordinances.

11.4 CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Contractor agrees to:

- 11.4.1 Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this agreement. Contractor 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.
- 11.4.2 Upon request from the Village's custodian of public records, Contractor 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

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- that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 11.4.3 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. Notwithstanding, it is understood that at all times Contractor's work papers shall remain the sole property of Contractor, and are not subject to the terms of this Agreement.
- 11.4.5 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 Contractor shall be delivered by Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor 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, Contractor shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Contractor will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- 11.4.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 11.4.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour - Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.

11.5 NON-EXCLUSIVITY

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third party Contractors or assign responsibilities to an employee of the Village to perform the same or similar services provided by Contractor under this Agreement and to assign work to such parties in its sole discretion.

11.6 CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure

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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 Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

11.7 WAIVER

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

11.8 FORCE MAJEURE

Non-performance of Contractor or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

11.9 SURVIVAL OF TERMS

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

11.10 AMENDMENTS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.11 ENTIRETY OF AGREEMENT; ORDER OF INTERPRETATION

The Village and Contractor agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the

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subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

11.12 SCRUTINIZED COMPANIES LIST

- 11.12.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 11.12.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 11.12.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- 11.12.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

11.13 Compliance with Applicable Law.

All Services hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Village. Contractor shall at all times protect Village's property from all damage and shall repair or replace any damaged property as required by Village.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR VILLAGE:

BAL HARBOUR VILLAGE, FLORIDA

ATTEST:

By: _____
Village Clerk

By: _____
Village Manager

FOR CONTRACTOR:

Murphy Pipeline Contractors, Inc.

By: _____

ATTEST:

By: _____

By: _____
Signature

Print Name / Title

Print Name / Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

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EXHIBIT A

PCA Contract No. OD-307-20, and PCA RFP No. 3-206-18

SCOPE OF SERVICES

NEXT PAGE

Tab 5 - SCOPE AND SPECIFICATIONS

SCOPE

It is the intent of Region 3 Education Service Center Purchasing Cooperative of America to establish one (1) year contract(s) with four (4) subsequent one (1) year renewals for one or more Vendors to furnish and/or deliver Trenchless Rehabilitation & Related Items and Services on behalf of Region 3 Education Service Center and PCA Members, meeting the selection criteria for Texas and certain other states with similar laws. Proposers are requested to submit a proposal for offering total line of available products and services that are commonly purchased by public entities, including government agencies and school districts.

Region 3 ESC/PCA is seeking to contract on a local, regional, statewide and/or national basis with one or more companies with the experience and qualifications for providing Trenchless Rehabilitation & Related Items and Services and meeting the compliance requirements for working with public agencies including, but not limited to, public institutions such as government agencies, hospitals, law enforcement agencies and courts, educational institutions such as K-12, public and junior college systems, universities, cities and counties, as well as some non-profit organizations such as charter schools and religious institutions.

The respondent is reminded that no engineering is to be conducted in conjunction with this contract per Texas statutes in the State of Texas and may be allowed per jurisdictional requirements elsewhere.

National Institute of Governmental Purchasing (NIGP Codes) including, but not limited to:

658 Pipe, Tubing, and Accessories (Not Fittings)
 659 Pipe and Tubing Fittings
 913 Construction Services, Heavy Maintenance and Repair

Ability to Provide the Required Product(s) and/or Perform the Required Service(s)

Provide the following information in this Tab, under this heading:

- Detail any and all skills, knowledge, capabilities, experience, financial stability, available human and physical resources, historical background, past and present performance, and licenses to perform and do business with PCA Members.
- Confirm that the proposed products/services meet or exceed the specifications detailed in the solicitation and the proposed pricing complies with state and local requirements.
- Briefly describe Vendor's variety of products and services Vendor is offering to PCA Members through this solicitation including providing options and capabilities for corrective measures.
- Manufacturer's Representative: Vendors must be approved by the manufacturer to sell and/or install the brand of products submitted. Vendors must submit an approval letter from each manufacture with their proposal, including the regions the Vendor is authorized to sell their product.

It is the responsibility of the dealers or distributors submitting a response to this RFP for products listed herein (or as a manufacturer's representative) to include with their proposal:

- (1) documented evidence from or between the Vendor and the manufacturer certifying that the dealers or distributor is a bona fide manufacturer's agent for the specific products or services proposed;
- (2) evidence that the Vendor is qualified and experienced to assess existing conditions.

- (3) develop and submit manufacturer acceptable solutions for the product lines offered; and
 - (4) evidence that the Vendor has a good track record with the product.
- If needed Vendor shall provide training on equipment operation and servicing to the PCA Member.

Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this solicitation, including the Scope Section, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

These contracts will enable PCA Members to purchase on an "as needed" basis from competitively awarded contracts with high performance Vendors. Responders are requested to submit a proposal offering their total line of available products and services commonly purchased by government agencies, educational institutions and non-profit organizations. Vendors are encouraged to offer any product or service that they currently perform in their normal course of business in regard to the request of this solicitation.

Responses can be made for any or all services and products regarding Trenchless Rehabilitation & Related Items and Services as listed, but not limited to, in this Scope section; and also those applicable "Value Add" products and services which must include pricing to be considered for award.

PCA solicitations stress the importance of including 'Value Add' items to the vendor's offering of products/services to emphasize the concept of "best value" other than "low price". 'Value Add' components may include:

- (1) Providing expert advice/consultation.
- (2) Bundling and packaging desirable packages, purchasing levels and a series of added benefits that are significant in value and are, themselves, a whole lot more valuable than simply the product is by itself.
- (3) Service levels to differentiate yourself not only by providing a higher level of service but by adding different levels of service based upon someone's size, frequency or amount of purchase. For example, you may want to have gold or platinum or silver levels of service that people qualify for, are willing to pay for, and receive when they do business with you.
- (4) Frequent buyer programs.
- (5) Transition and education teams to help them to be better able to utilize the products or services that you sell them.
- (6) Recognition and reward levels to clients or customers based upon their ability to utilize your product/service, maximize its potential, buy certain levels from you, etc.
- (7) Training.
- (8) Dedicated personnel to handle your customer's accounts personally.
- (9) Free or reduced-price delivery and/or set up charges.
- (10) Related components or parts or services.
- (11) Products/services that are adjunct the contract.

The Vendor must be willing, able and have the capacity to manufacture or obtain and deliver all supplies, materials and equipment necessary to supply services to meet the individual member's needs. PCA is seeking Vendor(s) who can provide a range of products and services to meet the individual member's needs. All products and services offered in response to this RFP must meet Member's specifications and be performed in strict accordance with federal, state, local and industry standards.

In association with services, Vendor shall prepare notifications, certifications or any other documents that are required by applicable laws and shall also distribute and retain in its records copies of all such documents as required by applicable laws.

Vendor shall provide general instructional services, as necessary, at no added cost to PCA Members with respect to the covered services. If requested to do so, Vendor shall assist Member to select appropriate materials and advise Member of the safe use of materials selected.

As necessary, supply MSDS information for chemicals and paint, etc.

Information within the RFP response will enable the evaluation committee to determine qualified Vendors that can provide PCA Members with best value for the requested products and services. Vendor shall, at the request of any Member institution, perform covered services under the terms of this agreement.

SPECIFICATIONS

Description of Product(s) and/or Service(s)

- Provide information about all personnel, equipment, tools, materials, supervision, and other items and services necessary to meet solicitation's scope and specifications for purchase, rental, or service.
- Describe product(s) and/or service(s) Vendor is proposing to provide PCA Members. Provide a matrix that will allow PCA to readily compare the Vendor's products and/or services offering with other Vendors' products and services, if available.
- Provide information about all personnel, equipment, tools, materials, supervision, and other items and services necessary to meet solicitation's scope and specifications for purchase, rental, or service.

Proposers are requested to offer their line of available products and services that are commonly purchased by governmental entities and educational institutions. Proposers are encouraged to offer any product or service that they currently perform in their normal course of business.

The following is a suggested list of Trenchless Rehabilitation & Related Items and Services for this RFP is seeking as shown below.

These products/services may include, but are not limited to:

- Cured-In-Place Pipe (CIPP) Reconstruction of Sewers,
- Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains,
- Pipe-bursting with HDPE for Sewer Lines,
- Pipe-bursting with Pre-chlorination for Water Main Replacement Procedure,
- Polyethylene (PE) Sewer Pipe Slip-lining,
- Pre-Chlorination Procedure for Rehabilitation of Existing Water Lines,
- HDPE Tight-Fitting Liner Renewal of Pressure Pipe Lines,
- Manhole Rehabilitation,
- Gravity Sewer CIPP Lateral Renewal System

Additionally, with the response to this RFP, Vendor shall include a copy of the NSF International certification to NSF/ANSI 61 document for the product proposed above for "Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains." Only products with certification by NSF to NSF/ANSI 61 and listed as certified on the NSF website, www.nsf.org, shall be allowed.

For supplies, Vendor shall provide a published commercially available catalog defined as a manufacturer's suggested retail price (MSRP) list, schedule, or other forms that:

- Is regularly maintained by a manufacturer or contractor, and
- Is either published or otherwise available for inspection by customers, and/or the general public.

The published commercially available catalog shall include, at a minimum:

- The contractor's stock keeping number (SKU)
- A complete and accurate description of the item
- The unit of measure (UOM)
- The quantity in the unit of measure (QUOM)
- List Price/MSRP

Description of 'Value Add' Product(s) and/or Service(s)

Vendor should describe any items Vendor can offer of value to enhance contract opportunities. Vendor must demonstrate a successful track record in the provision of these products.

Vendor shall include with their response to this solicitation, the detailed specifications and pricing for each item and service listed as a 'Value Add' item.

Include any additional information Vendor believes PCA should have when making its decision concerning contract award(s), if any. Detail any 'Value Add' options offered by Vendor; if 'Value Add' options are best described in a line item format, add 'Value Add' items to the designated area at the end of the line item list and clearly identify "Value Add" products and services offered. Failure to include applicable specifications may result in 'Value Add' items not being considered for or included in an awarded contract.

Description of Experience

Vendor must show a minimum of two (2) years' experience in the required capabilities requested under this solicitation. Vendor may subcontract with other firms to fulfill requirements for those areas being sought.

Provide the company's capabilities (as applicable) for each of the areas being sought.

NOTE: Experience can include capabilities and experience of officers of corporation to satisfy the minimum.

Warranty/Guarantee

All products purchased under this solicitation shall be **NEW** and free from defects unless rehabilitation of existing product is authorized by PCA Member and is considered part of Vendor's standard of care.

Bonding Requirements, if Applicable

If Not Applicable, initial here ____

Vendor must describe its bonding capacity and Vendor's maximum level of bonds that it may obtain at any one time. Vendor must submit a letter from a surety company that is licensed to do business in the State of Texas attesting to its willingness to bond. Companies should provide documentation (letters) for their maximum use under this contract. Vendor shall submit a letter from a Texas registered bonding (surety) company. It is recommended that it contain the maximum capacity per project and in aggregate. Vendors may need to provide additional capacity as Job Orders increase. Please list bond rate. The actual cost of the bond will be a pass-through to the PCA Member and added to the Purchase Order. All bonds must be reconciled at the end of the project.

Safety Plan, If Applicable

If Not Applicable, initial here ____

Vendor must submit a safety plan, and, if required or necessary, Vendor shall submit an updated, detailed safety plan within 14 business days of award and prior to commencement of any work. The plan should specifically address how the Vendor will implement the plan with subcontractors, including OSHA compliance, environmental compliance, drug testing, trend analysis, and noncompliance corrective action; whether a safety officer will interact with the PCA Member's staff; and the management of safety and environmental issues while working in occupied areas.

Subcontracting Plan, If Applicable**If Not Applicable, initial here _____**

Vendors shall submit a subcontracting plan, and, if required or necessary, Vendor(s) shall submit an updated subcontracting plan within 14 calendar days of award and prior to commencement of any work. Vendor(s) must pre-qualify their subcontractors. The plan shall explain the subcontracting procedures, provide assurances that the subcontractors meet the high standards detailed in the RFP, include a subcontractor's log, subcontractor qualification form, felony conviction notice, and child and sex offender notice. This plan must also address how Vendor will implement his safety plan with subcontractors. (Vendor may reference its safety plan). The subcontractors will be held to the same standards as Vendor, and Vendor shall be responsible for the supervision of all subcontractors. The plan must address attracting, utilizing, and mentoring small and disadvantaged businesses. The subcontracting plan must also address how Vendor will institute a prompt payment plan upon completion and acceptance of the work and how progress payments will be made to subcontractors on long-term Job Orders. The plan must detail how Vendor will make subcontractors aware of the requirements of the RFP, including regarding safe and secure schools, prior to starting projects.

Vendor is responsible under this contract for the actions all their subcontractors and for the quality of the work performed.

Safe and Secure Schools Plan, If Applicable**If Not Applicable, initial here _____**

It is the policy of PCA to promote safe and secure schools. Vendors must detail how they intend to comply with the below requirements. All Vendors and subcontractors are responsible for ensuring employees on the job site are in compliance with the following:

- No drugs, alcohol, or tobacco on PCA or PCA Members' property All Region 3 ESC and most PCA Members' property and facilities are drug-free zones. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, alcohol, or illegal drugs while in or on PCA Members' property or building. If Vendor has a drug testing policy, attach a copy of the policy.
- No weapons on school grounds with the exception of normal tools used in construction.
- Convicted child and sex offenders may not work on school grounds.

Environmental Initiatives**If Not Applicable, initial here _____**

Region 3 ESC/PCA is committed to reducing waste and promoting energy conservation. Toward that end, Vendors responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

Region 3 ESC/PCA Reservations

PCA reserves the right to:

- Cancel this solicitation in whole or in part, at the sole discretion of Region 3 ESC/PCA.
- Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
- Conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing.
- Reject and/or disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of Region 3 ESC/PCA and/or PCA Members.
- Waive any formalities, technicalities, or other defects if deemed in the best interest of PCA and/or PCA Members; Request clarification and/or correction of Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
- Be the sole judge of quality and equality with the Member.
- Award one or more contracts, in part or in whole, to a single or to multiple Vendors, in Region 3 ESC/PCA sole discretion.

- In auditing projects completed by the Vendor, PCA reserves the right to make all decisions regarding this RFP, including, without limitation the right to decide whether a proposal substantially complies with the requirements of this RFP.
- Remove, for any reason, Vendor personnel working under this contract.

Compliance with Specifications and Contract

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this solicitation. Vendor is required to respond to all requests identified in this RFP and indicate acceptance or objection to the terms of the solicitation and the Contract Terms and Conditions. Any exceptions to the terms in the RFP or the Contract Terms and Conditions must be clearly indicated in Vendor's proposal. Deviations or exceptions stipulated in Vendor's response may result in disqualification. Any language to the effect that Vendor does not consider this solicitation to be part of a contractual obligation may result in Vendor's proposal being disqualified.

By submitting a proposal, Vendor represents that they have read and understands the solicitation and the Contract.

No equipment or products shall be delivered until a written Purchase Order from PCA Member is received by the Vendor. Any work performed under a Purchase Order before Vendor's receipt of the written Purchase Order is at the Vendor's risk.

Vendor is required to perform all work under a Purchase Order which has been issued and received before the expiration date of this Contract. If the Purchase Order is not received by Vendor before the expiration date of this Contract, the Purchase Order will be considered cancelled. Any Purchase Order issued during the Term of the Contract and not completed before the expiration date of the Contract must be completed within the project completion time stated in the Purchase Order, and the rights and obligations of Vendor and PCA Member with respect to the Purchase Order will be the same as if the Purchase Order were completed during the Term of the Contract.

Freight, Delivery, Inspection & Acceptance

All deliveries shall be Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal. Deliveries shall be made during PCA Member's Regular Hours.

After a contract has been awarded, Vendor shall deliver the conforming products or services procured under this Contract to PCA Member within ten (10) business days of Vendor's receipt of a Purchase Order. If delivery is not or cannot be made within this time period, Vendor must receive authorization from PCA Member for the delayed delivery.

If defective or incorrect products are delivered, the PCA Member may make the determination, at its sole discretion, to return the products to Vendor at no cost to the PCA Member. Vendor agrees to pay all shipping and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.

PCA Member issuing the Purchase Order may request emergency delivery. Vendor must use its best efforts to comply with rush or emergency requested. However, if Vendor is unable to fulfill the emergency delivery request, PCA Member may procure its needs from alternative sources without penalty.

GENERAL INFORMATION

Conditions Affecting the Work

Vendor is responsible for having taken steps reasonably necessary to ascertain the nature and location of the work and the general and local conditions that can affect the work or its costs. Any failure by the Vendor to have done so does not relieve the Vendor from responsibility for successfully performing the work without additional expense to the PCA Member. Vendor shall promptly, and before conditions are disturbed, give written notice to the PCA Member of (1) subsurface or latent physical conditions at the site that differ materially from those indicated in the DO, PO, drawings, or specifications; or (2) unknown physical conditions at the site of an unusual nature that differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the DO, PO, drawings, or specifications. By beginning any portion of the work, Vendor acknowledges that Vendor is satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the PCA Member, as well as from the drawings and specifications.

The PCA Member assumes no responsibility for any understandings or representations concerning conditions made by any of its officers or agents before execution of this Contract or a Purchase Order, unless such understanding or representations by the PCA Member are expressly stated in the Purchase Order.

Record "AS BUILT" Drawings

Vendor shall review all drawings furnished to Vendor immediately upon receipt and shall promptly notify the PCA Member of any discrepancy. Vendor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors that may have been avoided. If an A/E firm prepared the drawing, they should be contacted and the owner notified of any delays. Throughout the progress of the work, the Vendor must keep a master set of prints on the job site, on which is kept a complete, careful and neat record of all deviations from the drawings made during the course of the work. Any deviation from the drawings or specifications made by Vendor without prior written approval from the PCA Member (or REGION 3 ESC, if the work is for REGION 3 ESC as PCA Member) shall be at Vendor's own risk and expense.

Upon completion of construction and owner's request included in the Delivery Order proposal, the "as built" prints must be certified as to their correctness by the signature of the Vendor and turned over to the architect/engineer of record for their use in preparing a permanent set of "as built" drawings. The Contractor may or may not charge for this additional service.

Purchase Order Process

REGION 3 ESC and PCA Member may make a request of a Vendor via phone, the web, e-mail, fax, or in person. Upon notification of a pending request, the Vendor shall make contact with REGION 3 ESC and PCA Member as soon as possible, but at least within two business days. As projects are identified, the Vendor will participate in a joint scope meeting, at which time a Proposal Request for the individual project(s) will be explained to the Vendor and the Vendor will be provided an opportunity to ask questions and inspect the site. Vendor shall visit the PCA Member's site and conduct a walk-through/project scoping with the PCA Member's representative to define the Scope of Work. Vendor shall perform due diligence to request and gather pertinent information, including existing conditions and PCA Member documents, including, but not limited to, hazardous materials/environmental surveys and other relevant documents.

The Vendor will prepare a Proposal for the project including a price proposal, schedule, written Scope of Work, including the UPB and the UPB's 12-digit line number, using an automated software system (Cost Works) that will provide a line item estimate of the individual tasks, the quantities, the city cost index,

Vendor's bid coefficient, and any applicable cost additions (including any possible division one line items) and design work that may be required, and additional items within the scope of this RFP and Vendor's response to the RFP. The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price as agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage. Each Proposal shall be good for a period of 30 days unless an extension is agreed to by Vendor and the PCA Member.

PCA Member will review the Proposal and may request changes. Once an acceptable Proposal and Scope of Work have been agreed to, the PCA Member may issue a Purchase Order for the project, which must be signed by Vendor and the PCA Member as a lump sum fixed price contract. TEX. GOV'T. CODE § 2269.410(a) ("An order for a job or project under a job order contract must be signed by the governmental entity's representative and the contractor."). The governing body of each PCA Member that is a governmental entity, as defined in Chapter 2269 of the Texas Government Code, must notice and approve in open session each job, task, or purchase order that exceeds \$500,000 unless otherwise exempted (Texas only).

In Arizona, any project exceeding \$1 million must also be approved by the governing body and jurisdictional requirements as appropriate in other states.

Vendor is required to ensure that the Purchase Order for the project includes the following:

- The lump sum price, start date, schedule, and notice to proceed. The schedule will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items.
- The date for commencing work. Upon commencing work, the Vendor will proceed diligently toward contract completion. Any delay in the work beyond the Vendor's control must be reported to the PCA Member's authorized representative immediately.
- Compensation for received products, terms of progress payments, and a schedule of payments. PCA Member retains the right to extend the schedule of work or to suspend the work and to direct the Vendor to resume work when appropriate. The Purchase Order must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through the Member as allowed in the Contract or RFP.
- A schedule for performance of work that can be met without planned overtime, which shall be Vendor's responsibility.
- Monthly progress reports must be given to the member by the Vendor. The specifics of what is reported should be described in the Purchase Order.
- Terms for acceptance by the PCA Member and title to work must be clearly agreed upon and described. If any part of the construction requires the and PCA Member to assume control prior to the completion, this must be defined. Vendor and the PCA Member must agree on the definition of what constitutes final acceptance before payment of any retained compensation.

Any Supplemental Contract or Purchase Order between Vendor and the PCA Member concerning retainage or a substitute security, which must be in full compliance with the state requirements of the PCA Member, meeting TEX. GOV'T. CODE Chapter 2252, or the governing jurisdiction.

After the Purchase Order is signed, a copy of the Purchase Order shall be sent to PCA along with any changes made prior to project completion.

Each individual Purchase Order may be limited to work at a single facility or project location, and will describe the Scope of Work to be performed. Descriptions may be written, by sketch, and/or by drawing and should include the location where work is to be performed, whether work may be performed during Regular Hours, the project completion time, and the price to be paid for the work.

The Vendor shall perform the Scope of Work within the project completion time and for the fixed price of the Purchase Order. Any change orders must be approved by the PCA Member and added as an addendum to the purchase order or a new purchase order generated.

No work shall be performed until a written Purchase Order has been received by the Vendor from the PCA Member. Any work performed under a Purchase Order before the Vendor's receipt of the written Purchase Order is at the Vendor's risk.

Under emergency conditions, a portion of the Scope of Work may be issued orally by the PCA Member's authorized representative, who will confirm the oral order by issuing a written Purchase Order within ten days. In the event of an emergency, Vendor will endeavor to meet with the PCA Member within two hours (if possible), expediting these procedures with verbal Purchase Order and a signed field book by the PCA Member's authorized representative and Vendor. Work may commence immediately as required; however, documentation detailing the work must be provided as soon as possible for this work or for any additional long-term Purchase work.

Quality Control Issues

- During the course of the Purchase Order, the PCA Member may secure samples, according to construction industry standards, guidelines, or industry standards, of materials being used from containers at the job site, and submit them to an independent laboratory for comparison to specified material.
- Should test results prove that a material is not equal to or better than specified, the Vendor will pay for the test. The Vendor will also pay all costs incurred to replace, remove and dispose of non-compliant materials.
- Should test results prove that materials tested were equal to specified material, the Vendor shall be notified of the results and the PCA Member shall pay the cost.
- Upon completion of the project, the Vendor shall deliver to the PCA Member all associated as-built drawings, warranties, and owner's manuals/instructions.

The Vendor is required to perform all work under a Purchase Order which has been issued and received before the expiration date of this Contract. If the Purchase Order is not received by the Vendor before the expiration date of this Contract, the Purchase Order will be considered cancelled. Any Purchase Order issued during the Term of the Contract and not completed before the expiration date of the Contract must be completed within the project completion time stated in the Purchase Order, and the rights and obligations of the Vendor and REGION 3 ESC and PCA Member with respect to the Purchase Order will be the same as if the Purchase Order were completed during the Term of the Contract.

Freight, Delivery, Inspection & Acceptance All deliveries shall be Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal. Deliveries shall be made during PCA Member's Regular Hours.

After a contract has been awarded, Vendor(s) shall deliver the products or services procured on this Contract to the PCA Member issuing a Purchase Order. The conforming product(s) shall be delivered within ten (10) business days of Vendor's receipt of a Purchase Order. If delivery is not or cannot be made within this time period, Vendor must receive authorization from the PCA Member for the delayed delivery.

If defective or incorrect products are delivered, the PCA Member may make the determination, at its sole discretion, to return the products to Vendor at no cost to the PCA Member. Vendor agrees to pay all shipping

and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.

PCA Member issuing the Purchase Order may request emergency delivery. Vendor must use its best efforts to comply with rush or emergency requested. However, if Vendor is unable to fulfill the emergency delivery request, the PCA Member may procure its needs from alternative sources without penalty.

When the Purchase Order has been completed, the Vendor shall notify the REGION 3 ESC and PCA Member and have the PCA Member inspect the work for acceptance under the scope and terms in the Purchase Order. The PCA Member will issue, in writing, any corrective actions that are required. Final payment of a Purchase Order for which progress payments have been made will not be made until the project is totally completed (including punch list items), and the final application for payment is approved and signed by the and PCA Member. The vendor should strive to have a zero punch list policy.

The PCA Member reserves the right to reject a Proposal or cancel a project for any reason. The PCA Member also reserves the right not to issue a Purchase Order if in its best interest. The Vendor shall not recover any costs arising out of or related to the development of the Purchase Order, including but not limited to, the costs to review the Proposal Request or prepare a Proposal.

The member may not use any of the vendor's drawings, scope, line item estimate, or pricing in negotiations with other contractors. They may not bid already awarded (contracted) REGION 3 ESC/PCA JOC contractors against each other or other contractors in violation of State law. If negotiations fail with a contractor, the PCA Member must notify that contractor that they are ceasing further negotiations and return all scoped line item pricing, drawings, etc. to the contractor. They may go to another contractor and begin new negotiations but may not go back to the previous contractor(s).

Member may be required by FEMA (See FEMA Requirements) to obtain three (3) bids to verify pricing for disaster recoveries. Low bid is one factor for award, but not the key factor for award required by FEMA.

Debris and Cleanup

The Vendor must remove and dispose of the resultant dirt and debris and keep the premises clean on a daily basis during the progress of the work for PCA Member.

The Vendor shall, upon completion of the work, remove all equipment and surplus materials (except materials or equipment that are to remain at the PCA Member's property), and leave the premises in a clean, neat, and orderly condition satisfactory to the PCA Member.

Materials and Workmanship

Unless otherwise specifically provided in a Purchase Order or Supplemental Contract, all equipment and materials incorporated in the work must be new and of the most suitable grade for the purpose intended. Exceptions can be made with the owner's approval for accepted practices for pipeline and associated items within the scope of this RFP. Unless otherwise specifically provided, reference to any equipment, material, or patented process by brand name, make, or catalog number establishes a standard of quality only. Vendor may substitute any equipment, material, or process that the PCA Member finds to be equal to that named. To obtain approval to use a different equipment, material, or process, the Vendor must furnish the member with the manufacturer's name, the model number, and other identifying data and information regarding the capacity, nature, rating, and performance of the proposed substitute. If requested by the PCA Member, samples must be submitted for approval at the Vendor's expense, shipping charges prepaid. Materials or processes substituted without approval may be rejected. Vendor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work by the PCA Member, except for any completed unit of work which may have been previously accepted by the PCA Member.

After presentation of the line item estimate for the delivery order the Vendor must obtain the PCA Member's approval of the machinery and mechanical equipment incorporated into the work. Vendor must submit samples of all materials and equipment as directed by the PCA Member or as required by the RFP by the Vendor reviewing the delivery order estimate with the PCA Member.

All work must be performed in a skillful and workmanlike manner. The PCA Member may, in writing, require the Vendor to remove from the worksite any employee the PCA Member deems incompetent, careless, or otherwise objectionable. REGION 3 ESC and PCA Member may remove any Vendor employee if audit reviews of purchase orders reveal unwarranted line item charges. (If corrective action is not taken by the contractor, it may result in the suspension or cancellation of the contract.)

Associated Project Support Requirements

The purchase, delivery, and storage of project construction materials must not interfere with the PCA Member's operations.

Vendor must provide to his project offices, with minimal down time (24 hours service calls), a computer system with applicable software, including Microsoft Office, unaltered JOC project estimating software (Cost Works) that is compatible with the currently utilized edition of RS Means, and the current edition of RS Means. Updates of quarterly RS Means software or revised yearly editions will be allowed.

TAB 6 – PRICING

The PCA Administrative Fee of two percent (2%) shall be included as part of overhead cost on Delivery/Purchase Orders and Invoices and not listed as a separate line item on the delivery/purchase order.

Present the PCA discount from your published standard price list of products and/or services (website, etc.) along with any 'Value Add' items being included that are being proposed. The Vendor shall list published pricing with discount and additional volume price break ranges, if applicable. Vendors meeting the technical requirements, PCA may conduct a market basket survey of the presented items to establish a mean median average for the whole. Vendors falling within the average may be recommended for an awarded Region 3 ESC Contract.

PCA intends to provide multiple contract awards for varying aspects of Trenchless Rehabilitation & Related Items and Services for REGION 3 ESC and PCA Membership. The Respondent(s) will specify which CSI/SIC Codes of the corresponding Construction/Operational Craftsman Divisions listed they wish to provide services for and bid a coefficient percent off of the price book for each division or present a one-for-all of the Cost Book's Divisions. A copy of the Craftsman 2018 (or later edition) National Construction Estimator may be viewed at the Houston PCA offices (844) 722-6374 or Region 3 ESC in Victoria (361) 573-0731, ext. 256; both by appointment only.

Bid Coefficient

Coefficients represent the discount off of the National Price Book being used.

All coefficients must be rounded to two places only. Example: .953 would be rounded to .95

NOTE: The examples shown are for demonstration purposes only and are not meant as suggested bid coefficients.

Vendor may submit one coefficient for each of the Unit Price Books (UPB): Craftsman National Construction and RS Means. Vendor should use the information provided in the RFP to help establish overhead and profit (O&P). The PCA administrative fee (2%) will be included as part of the contractor's overhead. The closest appropriate zip code will apply for the location of the member's project for the local cost adjustment factor. It is recommended that the Vendor submit on both.

Xactimate or Craftsman may be used for insurance claim rehabilitation; however, additional work must be estimated using one of the Cost Books shown below.

Unit Price Book	Coefficient (Normal Hours)	Coefficient (After Hours / Premium Hours)
Craftsman National Construction Estimator		
RS Means		

CRAFTSMAN NATIONAL CONSTRUCTION ESTIMATOR

Craftsman National Construction Estimator does not include overhead and profit in the price book. This will need to be included in the coefficient. Example: First the contractor must establish their overhead (to include PCA fee) and profit. Then it is added to the Craftsman price book for the right-hand column and may add 30% to the price in the price book for Craftsman. Craftsman coefficients will be higher than 1.0 because O&P has not been included in the UPB. (See Craftsman National Construction Estimator.)

For example, as stated above, the contractor must establish their overhead (to include the PCA fee) and profit (O/P) which will be added to the total material estimate for total cost as a percentage of the total project. For Craftsman the total cost of materials being 1.0 and adding the labor and O/P with a 10% discount off the total may represent as a bid coefficient of 1.30. **(This is a clarifying example and not a recommended bid. It is up to each company to estimate their own bid.)**

R. S. MEANS

For R.S. Means the 100% cost installed (Right Hand Column) for a line item with a Bid Coefficient of .90 for installation which includes Materials, Overhead, Fee, and Profit represents a 10% discount from the cost book local adjustment factor.

R.S. Means coefficients above 1.0 will be deemed as non-responsive.

OPEN BOOK ESTIMATE (Cost Plus)

Texas does not allow the open book method; all respondents must submit bid coefficients for the cost books mentioned.

In States allowing open book estimating (such as Arizona) the contractor's overhead and profit are established and approved by the Member. Line item estimates for items that are not being self-performed require 3 (three) quotes, with the total project negotiated and approved by the member.

EDGAR REQUIREMENTS

For jurisdictions (primarily K-12) requiring EDGAR, price validation may use the Non-pre-priced method for validation and inclusion into the cost books. The number of line items being validated may vary and left up to the member and contractor to decide. (Craftsman welcomes this approach and will use this to update their cost books)

Holidays may vary by state. It is the contractor's responsibility to have premium hours and days approved by the member.

Cost book estimates are subject to the local zip code adjustment factor as stated for each.

BID OPTION ONE:

Procurement of original, no longer available, parts will be based upon the procurement cost of the part; plus the administrative and shop time to remove the old fixture, manufacture, and replace it. Craftsman 2018 (or current edition) NCE cost books and estimating programs will be used to provide pricing by naming the program and bidding a coefficient (Percent off). The bid coefficient includes the "Bare cost" of the item and the Overhead, PCA administration fee and Profit "Loaded Cost" included. Items not found in the book maybe acquired as non-pre-priced items by obtaining three or more quotes for the item and then adding them in the Price Book meeting the specifications (Bare Cost "material" plus Loaded Cost "all overhead profit & fee added" to achieve the total installed cost).

Single NCE Cost Book Bid for all Divisions Bid Coefficient _____

Multiple NCE Cost Book Bid Coefficients for Selected Divisions

1. Cost Book Division _____ Bid Coefficient _____

2. Cost Book Division _____ Bid Coefficient _____

3. Cost Book Division _____ Bid Coefficient _____

4. Cost Book Division _____ Bid Coefficient _____

5. Cost Book Division _____ Bid Coefficient _____

The cost books for this solicitation is either Craftsman National Construction Estimator or RS Means.

- OR -

BID OPTION TWO:

If your company has a list of published rates, offer those rates with the per cent discounts for each of the categories listed or one rate for all of your company's capability. If you have an existing price list, such as a current GSA schedule, you may use and submit that as long as it is compatible with those items found in Appendix A.

Best Price

Provide your plan for best pricing for Members. PCA expects that Vendor's response to this submittal will be their Best Price offered all governmental, cooperative or retail customers. Provide your plan for best pricing for PCA Members. Note that additional discounts may be negotiated between the Vendor and Member as long as other member agencies who meet the same criteria are offered an equal discount. The Purchase Order should reflect the additional discounts agreed upon.

NOTE: If the Vendor submits pricing with the stipulation that it is only good for a period of time less than one year, the pricing must be re-verified by the PCA Member and pricing updates submitted to PCA as contract amendment. PCA may be contacted to review the new proposed pricing. The vendor should provide adjusted price and justification for price adjustment.

The following may be used for proposal responses that do not require cost book...supply any information necessary for the vendor's submission.

Price Lists Submittals

Price Lists shall be submitted in a format that is easily understood and includes the information requested below. Submit Price Lists and/or catalogs in electronic form only. Respondents must submit products, services, warranties, etc.

Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular Vendor and the pricing per item. Electronic price lists must contain the following (if applicable):

- Manufacturer part number
- Vendor part number-if different from manufacturer part number
- Description
- Manufacturer's suggested list price; including installation service, if applicable. Price bid per item.
- Vendor's discount and net price
- Catalog items should have a percent discount off manufacturers suggested pricing and rentals should show a discount off the rental price available to the public.
- Price lists shall be uploaded in Tab 6; see Appendix A, as an example.

Vendor shall fully explain their pricing structure including:

- Core items list, if offered
- Tiered pricing based on volume, including break points, if applicable
- Variable discounts by category, if applicable
- How services are priced: training, repairs, changes/additions, etc.
- Manufacturer's certificate for your company as a Re-Seller/Installer
- Installed costs per material item; types of services per linear foot

USMCA/NAFTA

All work done in Canada or Mexico shall be paid in U.S. dollars or at the currency exchange rate as stated in the purchase order.

Purchase Order Reference

All issued and approved Purchase Orders/Work Order(s) showing PCA pricing under this contract must have PCA 3-206-18 Trenchless Rehabilitation & Related Items and Services referenced on purchase order/work order(s) and invoices(s). This information is the PCA Member's purchase justification, keeps them compliant with state and local purchasing policy, and assists the PCA Member with their periodic audits.

New Product and Price Adjustment Policy

NEW PRODUCTS/SERVICES can be added to the Vendor's contract when they become available for purchase. New products/services must meet contract specification. New products/services cannot be purchased under this contract until Region 3 ESC/PCA have reviewed the Vendor's request, and approved and executed a contract amendment. A written request to amend the contract must be submitted to PCA on company letterhead, and signed by a person with company signature authority. Vendor will include:

- Product/Service description
- Pricing
- Explanation (for example; new product/service or replacement for X product/service)
- Vendor contact information (in case of questions/clarification/discussion)

PRICE DECREASES may be accepted for existing products/services at any time during the contract term. This contract amendment must be submitted in writing on company letterhead from a person with company signature authority. Region 3 ESC/PCA must be given sufficient time to review the request. Vendor will provide:

- Product/Service description
- Current price
- Adjusted price
- Explanation
- Vendor contact information (in case of questions/clarification/discussion)

PRICE INCREASE requests must be tied to a market indicator such as the Cost Price Index (CPI) or Consumer Cost Index (CCI) or an equivalent justification. The request to amend the contract must be submitted in writing on company letterhead, and signed by a person with company signature authority. Region 3 ESC/PCA must be given sufficient time to review the request. Vendor will provide:

- Product/Service description
- Current price
- Adjusted price
- Explanation
- Vendor contact information (in case of questions/clarification/discussion)

TAB 4 - SIGNATURE FORMS AND CHECKLIST

This checklist is provided for your convenience. Complete and submit all of the attached forms:

<u>Form #</u>	<u>Form Title</u>
<input checked="" type="checkbox"/>	A. Contract First Page for entering Company Legal Name
<input checked="" type="checkbox"/>	B. Contract Acceptance and Signatures Form Texas Law Requirement: Submitting a signed Contract Acceptance and Signatures Form is required. If this Form is NOT SIGNED, the response will be DISQUALIFIED. B cont'd - Exceptions: This form MUST be filled out if there are ANY EXCEPTIONS to the contract to be considered by Awarding Agency/PCA. Follow the instructions on the form, enter the legal company name, date, and obtain an authorized signature. If there are no exceptions, this form does not need to be signed.
<input checked="" type="checkbox"/>	C. Conflict of Interest Questionnaire
<input checked="" type="checkbox"/>	D. Antitrust Certification Statement
<input checked="" type="checkbox"/>	E. W-9 Request for Taxpayer Identification Number and Certification
<input checked="" type="checkbox"/>	F. Vendor Certification Forms
<input checked="" type="checkbox"/>	G1. SB 9 Contractor Certification: Contractor Employees
<input checked="" type="checkbox"/>	G2. SB 9 Contractor Certification: Subcontractor
<input checked="" type="checkbox"/>	H. Contractor Certification-Arizona Requirement
<input checked="" type="checkbox"/>	I. Bond Letter, If Required
<input checked="" type="checkbox"/>	J. Certification Regarding Debarment, Suspension and Other Responsibility Matters
<input checked="" type="checkbox"/>	K. Addendum(s), If Issued
<input checked="" type="checkbox"/>	L. Vendor Questionnaire and Company Profile

FORM A

**TAB 3 - CONTRACT TERMS AND CONDITIONS
CONTRACT BETWEEN**

("PCA AWARDING AGENCY")
AND
Murphy Pipeline Contractors

("VENDOR")
FOR

TRENCHLESS REHABILITATION & RELATED ITEMS AND SERVICES

This Contract is entered into between the PCA Awarding Agency and Vendor, having submitted a response to RFP # OD-307-20 issued by Purchasing Cooperative of America ("PCA") ("Cooperative") and whose response has been accepted and awarded by the PCA Awarding Agency. Any exceptions to the Terms and Condition must be noted on the Compliance and Exceptions Form or on pages attached to the Form. Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by the Awarding Agency/PCA and eliminated from further consideration.

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Awarding Agency and Vendor, intending to be legally bound and subject to the terms, conditions, and provisions of this Contract, agree as follows:

Entire Agreement

The term "Contract," as used in this document, means the comprehensive collection of:

- Contract Terms and Conditions, the solicitation and all attachments and addendums thereto;
- Specifications included in the solicitation;
- Completed and signed forms;
- Respondent's entire response to the solicitation;
- Respondent's Notice of Award document;
- Any negotiated items in writing that become amendments and/or addendums to the contract; and
- Additional terms, conditions, or instructions contained in each individual Purchase Order issued by any Member(s) of the Cooperative.

Collectively, these documents represent the entire agreement between the contracting parties.

The Contract, the solicitation, Vendor's response to the solicitation, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the solicitation or Vendor's response to the solicitation, this Contract shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract (agreement) between Vendor and the PCA Member may be established to further detail the terms and conditions and scope and specifications of the PCA Member's specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to the Awarding Agency/PCA, this Contract shall prevail. In the event of a conflict between this Contract

Form B – Contract Acceptance and Signatures

Acceptance and Exceptions

The undersigned Vendor acknowledges that he/she has examined this solicitation, the accompanying forms and contract terms and conditions, and scope and specifications associated with this solicitation.

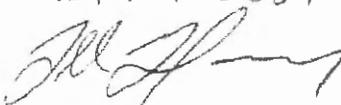
The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

The undersigned certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the terms and conditions of this Contract and the solicitation.

No Exceptions. In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

Exceptions as Listed on Attached Page(s). ANY AND ALL EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS OF THIS CONTRACT MUST BE NOTED ON THE COMPLIANCE AND EXCEPTIONS FORM AND REFERENCE THE SPECIFIC TERM/CONDITION. NO OTHER EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS WILL BE CLAIMED.

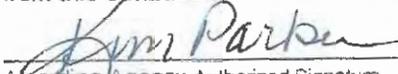
Awarding Agency will consider any exceptions during contract award evaluation and reserves the right to accept or reject any and all responses based on any exception indicated.

Murphy Pipeline Contractors
1876 Everlee Rd
Jacksonville FL 32216
904-764-6887 toddg@murphypipelines.com
 4-27-2020
Todd Grafenauer VP

Acceptance by Awarding Agency

Term of Contract 5/5/20 to 5/4/21

Unless otherwise stated, this Contract is for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed upon by Awarding Agency and Vendor. Unless informed otherwise, the renewal shall be automatic on anniversary date. Vendor shall honor all administrative fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

 5/5/20
Awarding Agency Authorized Signature Date
Printed Name: Kim Parker

Form B continued – Compliance and Exceptions Form
(fill-out only if there are exceptions)

In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

List all exceptions your company is submitting:

INSTRUCTIONS

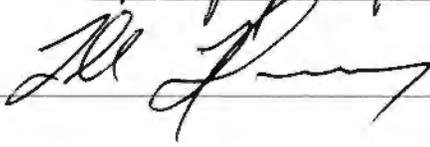
1. Use additional pages as necessary.
2. Signature below is only required if the box is checked and there are exceptions listed above.

Awarding Agency /PCA will consider any exceptions indicated above in its contract award decisions.

Awarding Agency /PCA reserves the right to accept or reject any and all responses based on any exception indicated on this form.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

Company Name (Please Print) Murphy Pipeline Contractors

Authorized Signature: 

Date 4-27-2020

FORM C – CONFLICT OF INTEREST QUESTIONNAIRE

To comply with TEX. LOCAL GOV'T. CODE, Chapter 176, *Disclosure of Certain Relationships with Local Government Officers*, any company that does business with Awarding Agency must fill out a Conflict of Interest Questionnaire (CIQ) **whether or not a conflict of interest exists.**

A conflict of interest exists in the following situations:

- (1) The person has employment or other business relationship with a Member of the Awarding Agency approving Board, Council, or other approving Authority, or with a local government officer listed below or a family Member resulting in the officer or family Member receiving taxable income, and/or
- (2) Your company has given one of the Awarding Agency's local government officers or family Member(s) one or more gifts (excluding food, lodging, transportation, and entertainment) that has an aggregate value of more than \$250.00 in the twelve (12)-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with PCA.

IF NO CONFLICT OF INTEREST EXISTS, YOU MUST FILL OUT BOX 1 AND TYPE N/A ON BOX 3 OF THE CIQ FORM. SIGN, AND DATE IT.

Going forward, a Conflict of Interest Questionnaire must be filed within **seven (7) business days** after the company becomes aware that a conflict of interest exists.

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
	Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;"><i>Morphy Pipeline Contractors</i></p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; font-size: 1.5em;"><i>N/A</i></p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7 <i>[Signature]</i></p> <p style="text-align: center; font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p>		<p><i>4-27-2020</i></p> <p style="text-align: center; font-size: 0.8em;">Date</p>

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...
 (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**Form D – Antitrust Certification Statement
TEX. GOV'T. CODE §2155.005**

I affirm under penalty of perjury of the laws of the State of Texas that:

- I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual ("Company") listed below;
- In connection with this proposal, neither I nor any representative of the Company has violated any provision of the *TEX. BUSINESS & COMMERCE CODE, Chapter 15, Texas Free Enterprise and Antitrust Act*,
- In connection with this proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I further affirm under penalty of perjury of the laws of the State of Texas that:

- The proposal submitted by the Company is genuine and is not collusive or sham;
- The Company has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or to refrain from responding, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the bid price or of any other Vendor, or to fix any overhead, profit or cost element of said bid price, or of that of any other Vendor, or to secure any advantage against Awarding Agency or any person interested in the proposed contract; and
- All statements in Vendor's proposal are true.

<p>Vendor: <u>Murphy Pipeline Contractors</u></p> <p>Address: <u>1876 Everlee Rd</u> <u>Jacksonville FL 32216</u></p> <p>Phone: <u>904-764-6887</u></p> <p>Fax: <u>904-379-6193</u></p>	<p>Company Official Authorizing Response:</p> <p><u></u> Signature</p> <p><u>Todd Grafenauer</u> Printed Name</p> <p><u>VP</u> Title</p>
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Form E

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank.
Murphy Pipeline Contractors

2 Business name (disregarded entity name, if different from above)

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, F-partnership) ▶
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see Instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 2).
Exempt payee code (if any):
Exemption from FATCA reporting code (if any):
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1876 Evertee Rd

6 City, state, and ZIP code
Jacksonville FL 32216

7 List account numbers, here (optional)

Print or type
See Specific instructions on page 2

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
59	-	3688714						

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *4-27-2020*

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/wo.

Purpose of Form

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

- Form 1099-INT (interest earned or paid);
- Form 1099-DIV (dividends), including those from stocks or mutual funds;
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds);
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers);
- Form 1099-S (proceeds from real estate transactions);
- Form 1099-K (merchant card and third-party network transactions);

- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition);
- Form 1099-C (canceled debt);
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See **What is backup withholding?** on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
- Certify that you are not subject to backup withholding; or
- Claim exemption from backup withholding. If you are a U.S. exempt payee, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income; and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See **What is FATCA reporting?** on page 2 for further information.

Form W-9 (Rev. 12-31-14)

Page 2

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partner's share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 915, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exemption contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the Part I instructions on page 2 for details).

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you do not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships above*.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then (and), the name of the person or entity whose number you entered in Part I of Form W-9.

1. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. TIN applicant. Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040-1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or doing business as (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return or line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-9. Instead of a Form W-9, this is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 9692 or 9592 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box. Instead check the first box in line 3 for individual sole proprietor or single-member LLC.

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(c), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 564(e)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 447

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency. **Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 721(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company, as defined in section 661 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 564(g)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 447(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter 1 in the social security number box. If you do not have an ITIN, see how to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on this page), enter the owner's SSN or EIN, if the owner has one. Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded LLC entity that has a foreign owner must use the appropriate Form W-9.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the trust sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1964 and broker accounts considered active during 1963.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1963 and broker accounts considered inactive during 1963.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account, or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	"Legal entity"
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person or a joint account has an SSN, that person's number must be furnished.
² Circle the minor's name and furnish the minor's SSN.

You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN if you have one, but the IRS encourages you to use your SSN.

³ List first and circle the name of the trust, estate, or pension trust. Do not furnish the first of the persons' representative or trustee, unless the agent trust is not designated in the account title. Also see Special rules for partnerships on page 2.

Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft, but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14059.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4776 or TTY/TDD 1-800-629-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDT4HELP (1-877-438-4396).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Form F – Vendor Certifications Form

TEXAS FAMILY CODE

As per Section 14.52 of the TEX. FAMILY CODE, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all responders must complete and submit the following affidavit:

I, the undersigned Vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an Owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment Contract is eligible to respond or receive a state contract.

FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities. (1.) The prospective lower tier participant certifies, by submission of this response, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2.) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this response.

ANTI-LOBBYING APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Byrd Anti-Lobbying Amendment, Section 1352, Title 31, U. S. CODE. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his/her knowledge and belief, that: (1.) No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Contract, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Contract. (2.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (3.) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

I, the Vendor, certify that I am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), Administrative Requirements for Grants and Cooperative Contracts to state, local, and federally recognized Indian tribal governments (24 CFR Part 85), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

RECORDS ACCESS AND RETENTION REQUIREMENTS

2 C.F.R. § 200.336. Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. 2 CFR § 200.333. When federal funds are expended by PCA Members for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

BUY AMERICA PROVISIONS

I, the Vendor, am in compliance with all applicable provisions of the **Buy America Act**. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Buy American Act (1933) applies to direct U.S. federal procurement, covers specified products, and requires the U.S. government to prefer domestic goods and services unless the head of the agency involved in the procurement has determined that the prices of the domestic suppliers are "unreasonable" or that the purchase would be "inconsistent with the public interest." The Act contains exceptions in terms of trade agreements.

Buy America Act (1983) applies only to mass-transit-related procurements such as highways, bridges, transit systems and terminal programs valued over \$100,000 and funded at least in part by federal grants issued by the Federal Transit Administration and Federal Highway Administration. Under Buy America, federal-aid funds may not be obligated for a project unless iron and steel products used in such projects are manufactured in the United States—with some exceptions.

NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that their response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. **The Vendor agrees to comply with all Federal, state, and local laws, rules, regulations and ordinances, as applicable.**

FERPA CONFIDENTIALITY

Vendor agrees to cooperate with Awarding Agency/PCA to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor understands that the *Family Educational Rights and Privacy Act (FERPA)*, 20 U.S.C. § 1232(g), governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable.

TEXAS FELONY CONVICTION NOTICE

TEX. EDUC. CODE §44.034, Notification of Criminal History of Contractors, provides: (a.) A person or business entity that enters into a contract with a Texas school district must give advance notice to the district if the person or an Owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. (b.) A Texas school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract. (c.) This section does not apply to a publicly held corporation.

STATE OF TEXAS FRANCHISE TAX

By submitting a response to the RFP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

OSHA

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, *the Occupational Safety and Health Administration (OSHA)*. In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all safety guidelines and standards as required by PCA Members. Vendor shall indemnify and hold Awarding Agency/PCA, PCA agents, and/or PCA Member(s) harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

PREVAILING WAGE RATES

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, *TEX. GOV'T. CODE § 2258*, applicable to the construction of a public work, and any related federal requirements, including the *Davis-Bacon Act*, (40 U.S.C. Section 276a et seq.), and its subsequent amendments. In the event *TEX. GOV'T. CODE § 2258* applies to a product or service provided by Vendor to a Member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by the Member. Certified payroll shall apply and must comply with FEMA requirements for equipment rentals and expendables. A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract, per *TEX. GOV'T. CODE § 2258.023*. Also, *McNamara-O'Hara Service Contract Act (41 U.S.C. 351)*.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II 2 CFR PART 200 (EDGAR)

I, the undersigned Vendor, acknowledge the following: (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the *Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908*, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule (A) above, when a PCA Member expends federal funds, PCA Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. (B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.) When PCA Member expends federal funds, PCA Member reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. PCA Member also reserves the right to terminate the contract immediately, with written notice to Vendor, for convenience, if PCA Member believes, in its sole discretion that it is in the best interest of PCA Member to do so. Vendor will be compensated for work performed and accepted and goods accepted by PCA Member as of the termination date if the contract is terminated for convenience of PCA Member. Any award under this procurement process is not exclusive and PCA Member reserves the right to purchase goods and services from other Vendors when it is in PCA Member's best interest.

DOING BUSINESS WITH INDIVIDUALS, ENTITIES OR COUNTRIES SANCTIONED BY U.S. GOVERNMENT OR STATES

Vendor certifies that it is not engaged and doing business with individuals, entities or countries sanctioned by the U.S. Government, including, but limited to, those on the List of Specially Designated Nationals and Blocked Persons (the "SDN List"). Texas Government Code (Subchapter F), Chapter 2252 prohibits Texas governments from contracting with companies that do business with Iran, Sudan or foreign terrorist organizations; other states may have similar laws.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

PCA/ Awarding Agency or Vendor may not enter into a contract for goods or services with a company that boycotts Israel. Texas Government Code (Subchapter F), Chapter 2270, requires companies contracting with state entities to affirm they do not boycott Israel, and forbids Texas agencies from conducting business with companies that do; other states may have similar laws. By signing this agreement, the Vendor certifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract.

CERTIFICATION

It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as noted above, in the solicitation, and in the Contract.

Vendor Name Murphy Pipeline Contractors

Printed Name and Title of Authorized Representative Todd Grafenauer VP

Signature of Authorized Representative [Signature] Date 4-27-2020

FORM G1 – SB 9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES

Background

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Vendors must certify to Awarding Agency that they have complied and must obtain similar certifications from their subcontractors. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Awarding Agency and/or the PCA Member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history:

- (1) A conviction or other criminal history information designated by Awarding Agency or an PCA Member;
- (2) A felony or misdemeanor offense that would prevent a person from being employed under TEX. EDUC. CODE §22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school:
 - (a) A felony offense under Title 5, Texas Penal Code;
 - (b) An offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, TEX. CR. CODE ANN.; or
 - (c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of Murphy Pipeline Contractors ("Vendor"), I, the undersigned authorized signatory for Vendor, certify to Awarding Agency that [check one]:

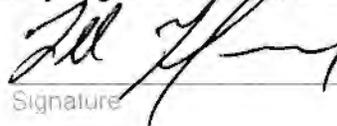
None of Vendor's employees are covered employees, as defined above. If this box is checked, I further certify that Vendor has taken precautions or imposed conditions to ensure that its employees will not become covered employees. Vendor will maintain these precautions or conditions throughout the time the contracted services are provided.

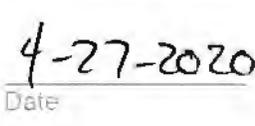
- Or -

- Some or all of Vendor's employees are covered employees. If this box is checked, I further certify that:
- (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
 - (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify PCA in writing within 3 business days.
 - (3) Upon request, Vendor will provide PCA Member with the name and any other requested information of covered employees so that PCA Member may obtain criminal history record information on the covered employees.

If PCA Member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at PCA Member.

I also certify to Awarding Agency on behalf of Vendor that Vendor has obtained certifications from its subcontractors of compliance with TEX. EDUC. CODE, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.





Signature _____ Title _____ Date _____

FORM G2 – SB 9 CONTRACTOR CERTIFICATION: SUBCONTRACTOR

Background

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to Member and to the Vendor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety's Crime Records Service at 512-424-2474.

Definitions

Covered employees: Employees of a Vendor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Awarding Agency or other co-op Member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history:

- (1) A conviction or other criminal history information designated by an PCA Member;
- (2) A felony or misdemeanor offense that would prevent a person from being employed under TEX. EDUC. CODE §22.085(a), that is: if, at the time of the offense, the victim was under 18 or was enrolled in a public school:
 - (a) A felony offense under Title 5, TEXAS PENAL CODE;
 - (b) An offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, TEX. CR. CODE ANN.; or
 - (c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

Subcontractor has entered into a contract with Murphy Pipeline Contractors ("Vendor"), to provide services in connection with the contract between Awarding Agency and Vendor. I, the authorized signatory for Subcontractor, certify to Awarding Agency and Contractor that [check one]:

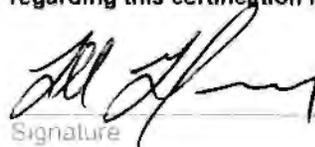
None of Subcontractor's employees are covered employees, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become covered employees. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

- Or -

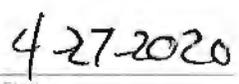
- Some or all of Subcontractor's employees are covered employees. If this box is checked, I further certify that:
- (1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
 - (2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify PCA in writing within three (3) business days.
 - (3) Upon request, Subcontractor will provide Awarding Agency with the name and any other requested information of covered employees so that Awarding Agency may obtain criminal history record information on the covered employees.

If a Member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at Member.

I also certify to Awarding Agency and Vendor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with TEX. EDUC. CODE, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

 _____
 Signature

 _____
 Title

 _____
 Date

FORM H – CONTRACTOR CERTIFICATION-ARIZONA REQUIREMENT

Contractor’s Employment Eligibility

By entering into the contract, Contractor warrants compliance with the *Federal Immigration and Nationality Act (FINA)*, and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance proper with the various state statutes where this contract will operate.

Participating government entities including school districts may request verification of compliance from any Contractor or subcontractor performing work under this contract. These entities reserve the right to confirm compliance in accordance with applicable laws.

Should the participating entities suspect or find that the contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

The Vendor complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the participating entities in which work is being performed.

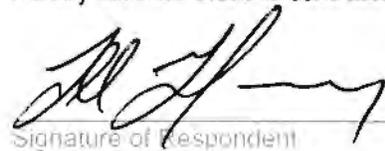
Fingerprint & Background Checks (Arizona requirement)

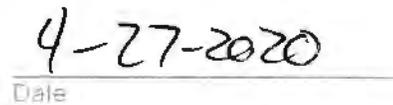
If required to provide services on school district property at least **five (5) times** during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or Vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, Vendors and their employees shall not provide services on school district properties until authorized by the District.

The Vendor shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Business Operations in Sudan, Iran

In accordance with *Arizona Revised Statutes* 35-391 and *Arizona Revised Statutes* 35-393, the contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.


Signature of Respondent


Date

April 13, 2020

Re: **Murphy Pipeline Contractors, Inc.**

We are the bonding agent for Murphy Pipeline Contractors, Inc. They are bonded through Berkley Insurance Company. Berkley Insurance Company has an A. M. Best Key rating of A+, XV and is certified by the United States Department of the Treasury for individual bonds up to \$460,644,000.

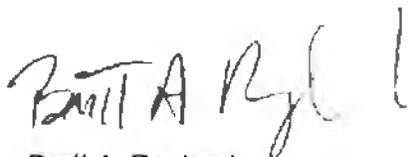
Although maximum limits have not been established, Murphy Pipeline Contractors has the capacity to bond individual projects as large as \$50,000,000

Please note this letter is not an assumption of liability, nor is it a bid bond or performance bond. It is issued only as a bonding reference from us, as requested by our client. Any arrangement for surety credit is a matter between Murphy Pipeline Contractors and the surety and is subject to review of the contract documents and bond forms.

Murphy Pipeline Contractors, Inc. has an excellent reputation in the industry and we value them as a client.

Please don't hesitate to contact us if you have questions or need additional information.

Best Regards,



Brett A. Ragland
Vice President

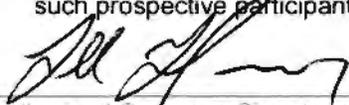
FORM J

**INSTRUCTIONS FOR CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

1. A signed certification is due upon submittal of an offer and during the annual contract renewal period. A PCA Member may also request and receive a certification prior to purchase of goods or commencement of work.
2. The inability of Vendor to provide the certification below will not necessarily result in disqualification of the Vendor's submittal or non-renewal of the Awarded Contractor's (Vendor's) contract. The Vendor/Awarded Contractor shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with Awarding Agency's determination whether to award a contract/terminate an existing contract. However, failure of the Vendor to furnish a certification or an explanation shall disqualify such Vendor from being awarded a contract or the Awarded Contractor from renewal of an existing contract.
3. The certification is a material representation of fact upon which reliance was placed when Awarding Agency awards/renews a contract. If it is later determined that the Vendor/Awarded Contractor knowingly rendered an erroneous certification, Awarding Agency may terminate the contract for cause or default.
4. The Vendor/Awarded Contractor shall provide immediate written notice to Awarding Agency per the instructions specified in the Notice paragraph of the Contract Terms and Conditions if at any time the Vendor/Awarded Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Vendor/Awarded Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

1. The Vendor/Awarded Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency, or State agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a 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;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this submittal/renewal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Vendor/Awarded Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



 Authorized Company Signature

Todd Grafenauer VP

 Printed Name & Title

4-27-2020

 Date

FORM K - ADDENDUM(S) IF ISSUED

Addendums, if issued, will be noticed on Bonfire through the www.pcamerica.org website on the Solicitation Tab.

Vendor must download the addendum, have an authorized person acknowledge the addendum by signing and dating; and submit the addendum with the company's submission or proposal.

If the company has submitted their proposal before the notice is posted, the addendum notice must be submitted by email to pcamerica@pcamerica.org.

FORM L - VENDOR QUESTIONNAIRE AND COMPANY PROFILE

1. Certification of Residency-TEXAS

TEX. GOVT. CODE § 2252.002, PCA "...may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract (1) in the state in which the nonresident's principal place of business is located; or (2) a state in which the nonresident is a resident manufacturer." This requirement does not apply to contracts involving federal funds. TEX. GOVT. CODE § 2252.004.

"Resident bidder" is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority Owner has its principal place of business in Texas. "Nonresident bidder" is a person who is not a Texas resident. TEX. GOVT. CODE § 2252.001.

City and state of Vendor's principal place of business: Jacksonville FL

Vendor is a Texas "resident bidder" OR a "non-resident bidder" X

a) Does your "resident state" require bidders whose principal place of business is in Texas to underbid bidders whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? Yes No X

b) What is the prescribed amount or percentage? \$ NA OR NA %

2. Company Contact Information. Vendor must keep the following information up-to-date.

E-mail pcamerica@pcamerica.org with any changes.

ADMINISTRATIVE SUPPORT SERVICES (Monthly reporting, payment of admin fees, etc.):

Contact Person: Susan Pitts Title: Finance

Company: Murphy Pipeline Contractors

Address: 1876 Everlee Rd

City: Jacksonville State: FL Zip Code: 32216

Phone: 904-764-6887 Cell: NA

E-mail: susanp@murphypipelines.com

SALES AND MARKETING CONTACT PERSON:

Contact Person: Todd Grofenauer Title: VP

Company: Murphy Pipeline Contractors

Address: 1876 Everlee Rd

City: Jacksonville State: FL Zip Code: 32216

Phone: 904-764-6887 Cell: 414-321-2247

E-mail: toddg@murphypipelines.com

3. Which best describes Vendor's position in the distribution channel, if applicable:

- Manufacturer direct
- Authorized distributor
- Value-add reseller
- Certified education/government reseller
- Manufacturer marketing through reseller
- Other: Contractor

4. Check all states and territories where Vendor intends to pursue work, even states where you are not currently licensed. Note: Licenses must be obtained before commencement of work

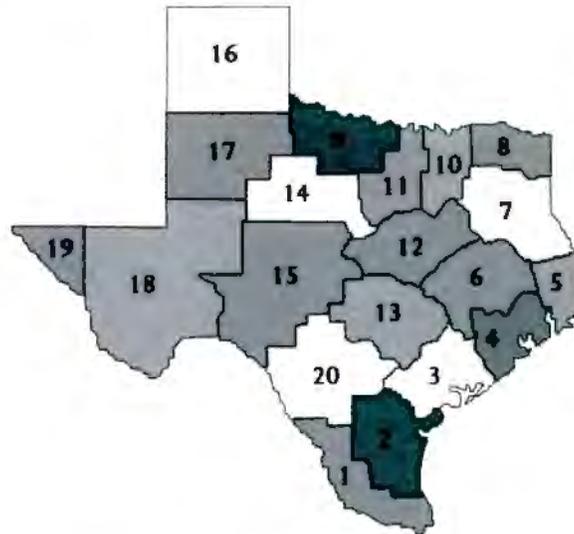
- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> All States | <input type="checkbox"/> Kentucky | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Maine | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> California | <input type="checkbox"/> Michigan | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Minnesota | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Mississippi | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Missouri | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Montana | <input type="checkbox"/> Texas - see below also |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Nevada | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> New Mexico | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> New York | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Kansas | | |
| <input checked="" type="checkbox"/> All U.S. Territories | <input type="checkbox"/> Guam | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Midway Islands | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Fed. States of Micronesia | <input type="checkbox"/> Northern Mariana Islands | |

USMCA

- Canada
- Mexico

Texas Education Service Center Area (see map next page)

- | | | |
|--|---------------------------------|---------------------------------|
| <input checked="" type="checkbox"/> All ESCs | <input type="checkbox"/> ESC 7 | <input type="checkbox"/> ESC 14 |
| <input type="checkbox"/> ESC 1 | <input type="checkbox"/> ESC 8 | <input type="checkbox"/> ESC 15 |
| <input type="checkbox"/> ESC 2 | <input type="checkbox"/> ESC 9 | <input type="checkbox"/> ESC 16 |
| <input type="checkbox"/> ESC 3 | <input type="checkbox"/> ESC 10 | <input type="checkbox"/> ESC 17 |
| <input type="checkbox"/> ESC 4 | <input type="checkbox"/> ESC 11 | <input type="checkbox"/> ESC 18 |
| <input type="checkbox"/> ESC 5 | <input type="checkbox"/> ESC 12 | <input type="checkbox"/> ESC 19 |
| <input type="checkbox"/> ESC 6 | <input type="checkbox"/> ESC 13 | <input type="checkbox"/> ESC 20 |

Texas Education Service Center Areas Reference Map**Special Noticing Requirements of Other States**

Pursuant to certain state notice provisions, including but not limited to *Oregon Revised Statutes Chapter 279A.220*, and similar laws in other states, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with PCA and access the Master Agreement contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for responses for purposes of complying with the procedural requirements of said statutes. Lists of political subdivisions and local governments in the above referenced states/districts may be found at <https://www.usa.gov/state-tribal-governments>.

5. Company Profile. Provide:

- a) Official company registered name: Murphy Pipeline Contractors
- b) Company's Dun & Bradstreet number and rating: 082740585
- c) Company's federal tax identification number (EIN): 59-3688714
- d) Number of years company has been in the business described in this solicitation: 20
- e) Organization chart.
- f) Total number of full-time employees: 93
- g) Corporate office location: 1876 Everlee Rd Tex FL 32216
- h) Location(s) of sales/service offices in the state(s) relevant to this solicitation. Include name of key contact and contact information:
2 Texas Office Locations, 2 Florida office locations
1 Wisconsin office location

Key Contact: Todd Grafenauer

- i) Description of company's relevant market and company's position within it
water and sewer utility contractor with focus on trenchless technologies. Introduced, developed and performed the majority of trenchless services on this contract.
- j) If you do not provide a Dun & Bradstreet rating in (b), Company agrees to provide the following financial information, if requested, at any point during the procurement process, before or after contract award:
 - If public, Company's income statement, balance sheet, and cash flow statement for the latest audited year.
 - If private, Company's audited financial statements for the latest fiscal year, if available.
 - Company's failure to provide financial information may impact a potential contract award.
- k) Supply your company logo a high-resolution format such as ".eps" OR ".jpg" to be used on the PCA website. Attached

7. **References - Required**

Provide references from at least three (3) customers, preferably governmental entities, that Vendor has provided services to **in the last three years**. Vendor may supply a letter from a company on company letterhead, including contact information.

PCA reserves the right to contact the references and will not be held responsible for references that will not respond after two (2) attempts by phone or email.

(1) Name: Jessie Allen PE.
 Company: Arlington Water Utility
 Address: 101 W Abram St. Arlington TX 76007
 Contact phone number(s): 817-459-6610
 Email: jessie.allen@arlingtontx.gov
 Approximate revenue, last three (3) years: 7,000,000

(2) Name: Rosie Smiley
 Company: Texas State Tech College
 Address: 3801 Campus Dr Waco TX 76705
 Contact phone number(s): 254-867-3701
 Email: rbsmiley@tstc.edu
 Approximate revenue, last three (3) years: 4,500,000

(3) Name: William Freeman
 Company: City of Belch Springs
 Address: 13503 Alexander Rd Belch Springs TX 75181
 Contact phone number(s): 972-286-4477
 Email: wfreeman@cityofbelchsprings.com

Approximate revenue, last three (3) years: 1,500,000

(4) Name: Egil Arzidee

Company: City of Sunrise FL

Address: 777 Sawgrass Cpt. Pkwy

Contact phone number(s): 954-888-6002

Email: epi-arzidee@sunrisefl.gov

Approximate revenue, last three (3) years: 5,000,000

(5) Name: Jorge Holguin

Company: City of Fort Lauderdale

Address: 100 N Andrews Ave

Contact phone number(s): 954-828-5675

Email: jholguin@fortlauderdale.gov

Approximate revenue, last three (3) years: 15,000,000

8. **Insurance** - All contracts require proof of insurance; for the purposes of this solicitation, the certificate holder is Awarding Agency /Purchasing Cooperative of America.

- a) State Vendor's insurance provider: Insurance of America
- b) Provide appropriate documentation to demonstrate compliance with the Insurance Requirements in the Terms and Conditions. Attached

9. **Accounting**

- a) Define company's standard terms of payment. 30 days net
- b) Discuss the invoicing options company offers and the payment terms for each. 30 days Net - Agreed to by parties during contract.

10. **Provide company drug testing policy/plan.** Attached

11. **Quality Assurance/Quality Control Program (QA/QC Plan)** If Not Applicable, initial here _____

If QA/QC Plan is required or necessary, Vendor(s) shall submit an updated QA/QC Plan within 14 calendar days of award and prior to commencement of any work. Attached

The Plan shall:

- a) Detail the day-to-day supervision of work, provide documentation of deficiencies and corrective actions, note subcontract or compliance issues and trend analysis, and how inspectors will interface and work with both subcontractors and Member's staff.
- b) Give an overview of the company's customer service department, including hours of operation, number of service centers, etc. Describe company's procedures to monitor the quality of its customer service and products.
- c) Describe company's support procedures. Detail the estimated timeframe from a Member's request to when support is provided and completed.

12. **Marketing Plan** - All contracts require a marketing plan Attached

Vendor shall provide a marketing plan for promoting this contract. The marketing plan shall cover all applicable areas and states. Vendor shall demonstrate how this Contract will be used as a primary contract offering to customers/Members and efforts to educate potential PCA Members. The plan should explain how the marketing department will interface with Vendor's management team and Vendor's customers and PCA Members.

13. Corporate Resources and Commitment - Construction ONLY **If Not Applicable, initial here** _____

Corporate resources and commitments are important as indicators of the respondent's commitment and ultimate success. Vendors must include the following information in their responses:

- a) Has a corporate officer been assigned to the program? Yes No
- b) Does the corporate officer understand his role in providing the resources necessary for the program? Yes No
- c) Does corporate understand the need for prompt payment of subcontractors? Yes No
- d) Does the company have business procedures and a business manager assigned to this program that will conform to the solicitation? Yes No
- e) Has corporate made a commitment to work with small and disadvantaged businesses within the local community? Yes No
- f) Has the company committed the people long-term to this program for continuity? Yes No
- g) Does corporate acknowledge PCA's Member's right to proposed changes in key personnel and to reserve the right to remove Vendor personnel for any reason? Yes No

14. Warranty Information, if Applicable **If Not Applicable, initial here** _____

- a) Length of standard warranty on parts/equipment/materials 1 yr.
- b) Length of standard warranty on installation/service 1 yr.
- c) Does Vendor provide extended warranties and/or maintenance contracts at an additional cost to Members? No _____ Yes

If so, the extended warrantee maintenance contract must be submitted as a separate line item.
- d) Is warranty coverage dependent on any specific requirements? No Yes _____

If yes, explain.
- e) If Vendor's product(s) is/are deemed defective, what is the replacement process and turnaround time? ASAP
- f) Does Vendor provide a quality guarantee on its product(s)/service(s)? Yes No _____

If so, provide a description. Industry Standards AAWA

15. ISO Certification - If "Yes" Vendor must provide a copy of the ISO certification letter(s).

Vendor is ISO certified: Yes No

16. HUB, MWBE, VOSB, SBE, etc. Participation - Vendor must provide a copy of letter(s) or certificate(s) for Due Diligence requirements.

Vendor is certified: Yes No

If Yes, state the certification(s) here: _____

Some PCA Members have specific goals for use of HUBs, etc., including subcontracting requirements, and will require that a plan be submitted to meet their goals. See TEX. GOV'T. CODE, Chapter 2161.

State percentage of Vendor's business with HUB/WMBE/SBE subcontractors: 15 %

17. Awards/Certificates/Licenses - Attached

- a) List environmental, social or industry standards awards or recognition Vendor has received. Provide documentation.
- b) Provide copies of all licensing certificates, including contractor licenses and certifications, for each state in which Vendor can provide products/services.
- c) List company and staff certifications and licenses that may be brought to this cooperative program.

18. Company Delivery Policy. State fully your delivery terms and conditions, including: -N/A to this Contract

- a) Minimum order for free delivery
- b) Carriers, own trucks or common carrier (FedEx, UPS, USPS, etc.)
- c) Delivery time and fill rate
- d) Establish delivery schedule(s), where the requirement permits, which encourage participation by Small and Disadvantaged Businesses (2 C.F.R. § 200.321)

19. Freight, Deliver, Inspection & Acceptance, if applicable. If Not Applicable, initial here NA

20. Provide company safety plan, if applicable. Attached If Not Applicable, initial here

21. Provide Subcontracting Plan, if applicable. Attached If Not Applicable, initial here

22. Provide Safe and Secure Plan, if applicable. Attached If Not Applicable, initial here

23. List all other cooperative contracts currently held by Vendor:

COOPERATIVE NAME - DISCOUNT OFFERED - EXPIRATION DATE Check here, if none.

Allied States .94 coop. July 31st 2020

24. If awarded a contract, an award packet will be mailed to facilitate a "kick-off" training either by meeting at the PCA office or by phone conference. Provide the contact information for where PCA should send the award packet:

Printed Name of Person to Contact: Todd Grafenauer

Address: 1876 Eustace Rd
Jacksonville FL 32216

Phone #: 904-764-6887 Email: toddg@morphypipelines.com



MURPIP-01

MATHURR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2020

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

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

PRODUCER License # 0E67768 Insurance Office of America 1 Sleinman Parkway Suite 130 Jacksonville, FL 32216	CONTACT NAME: PHONE (A/C, No, Ext): (904) 448-9777 FAX (A/C, No): (904) 448-9788	
	E-MAIL ADDRESS:	
INSURED MURPHY PIPELINE CONTRACTORS, INC 1876 EVERLEE RD Jacksonville, FL 32216	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Security National Insurance Company (AmTrust) 19879	
	INSURER B : Old Republic Insurance Company 24147	
	INSURER C : Tokio Marine Specialty Insurance Company 23850	
	INSURER D : XL Specialty Insurance Company 37885	
	INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		SES1113806-01	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 314447 20	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PUB708956	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 314446 00	2/1/2020	2/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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			UM00070931MA19A	11/9/2019	2/1/2021	Rented/Leased \$ 150,000

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

Project Name:
20-C-00032 Water Main Improvements Design Build

City of Tampa is additional insured with respect to General Liability as per written contract.

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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BAL HARBOUR

- V I L L A G E -

EXHIBIT B
PRICING

NEXT PAGE

PCA *Purchasing Cooperative of America*

September 6, 2023

Murphy Pipeline Contractors, Inc.
Mr. Todd Grafenauer, VP/Education Director
12235 New Berlin Rd.
Jacksonville, FL 32226
toddg@murphypipelines.com

Subject: PCA Contract OD-307-20 Amendment #5
Trenchless Rehabilitation & Related Items and Services
Contract Dates: May 5, 2020 -- May 4, 2025

Dear Mr. Grafenauer,

Murphy Pipeline is an awarded contractor in good standing with PCA.

PCA accepts the request to add the product line item requested in the letter dated September 6, 2023 and presented in the attached price list.

Thank you for participating in the PCA program. I welcome you to contact Bruce Orman, the Contract Manager for your contract at 480-689-3047 or by email at Bruce@pcamerica.org, or me on cell at 713-851-1471 or by email at Elaine@pcamerica.org.

Sincerely,

Elaine Nichols

Elaine Nichols, Director

Attachments:

- Request letter dated September 6, 2023
- Updated Price List-September 2023



Corporate Headquarters
 OFFICE: 904.764.6887 FAX: 904.379.6193
 ADDRESS: 12235 New Berlin Rd Jacksonville, FL 32226
 Feasibility Support Office
 OFFICE: 414.321.2247 FAX: 414.321.2297
 ADDRESS: P.O. Box 14366 Milwaukee WI 53214
 murphypipelines.com

September 6, 2023

Ms. Elaine Nichols, Director
 Purchasing Cooperative of America
 11811 North Freeway (I-45N), Suite 500
 Houston, Texas 77060

Re: Request for Contract Amendment
 PCA OD-307- 20 Trenchless Rehabilitation & Related Items and Services

Dear Ms. Nichols:

Murphy Pipeline Contractors was awarded the above referenced PCA contract. We propose to amend the contract, as allowed in the contract, as follows:

Murphy Pipeline would like to add the following competitively priced line item as required for some projects:

Line Item: 75 h:

h) Vac Tron Services	1	HR	\$478.00	\$478.00	0.94	\$	449.32
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We appreciate your consideration of this request. Please contact me if you have any questions.
 Thank you,

Todd Grafenauer
 VP/Education Director
 414-321-2247
toddg@murphypipelines.com

Attachments: Updated Price List with new line item.

PCA RFP OD-307-20							
Trenchless Technology Rehabilitation and Related Items & Services							
Awarded Vendor: Murphy Pipeline Contractors							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
A) Cured-in-place pipe (CIPP) reconstruction of gravity sewers							
1	6" x 4.5mm	1	LF	\$48.56	\$48.56	0.94	\$ 45.65
2	8" x 4.5mm	1	LF	\$37.17	\$37.17	0.94	\$ 34.94
3	10" x 6.0mm	1	LF	\$49.76	\$49.76	0.94	\$ 46.77
4	12" x 6.0mm	1	LF	\$68.94	\$68.94	0.94	\$ 64.81
5	15" x 7.5mm	1	LF	\$79.13	\$79.13	0.94	\$ 74.39
6	18" x 9.0mm	1	LF	\$97.72	\$97.72	0.94	\$ 91.86
7	21" x 9.0mm	1	LF	\$131.29	\$131.29	0.94	\$ 123.41
8	24" x 10.5mm	1	LF	\$157.67	\$157.67	0.94	\$ 148.21
9	27" x 10.5mm	1	LF	\$185.85	\$185.85	0.94	\$ 174.69
10	30" x 12.0mm	1	LF	\$218.82	\$218.82	0.94	\$ 205.69
11	33" x 12.0mm	1	LF	\$244.60	\$244.60	0.94	\$ 229.92
12	36" x 12.0mm	1	LF	\$292.56	\$292.56	0.94	\$ 275.00
13	42" x 13.5mm	1	LF	\$341.72	\$341.72	0.94	\$ 321.21
14	48" x 15.0mm	1	LF	\$489.19	\$489.19	0.94	\$ 459.84
15	54" x 18.0mm	1	LF	\$645.06	\$645.06	0.94	\$ 606.36
16	6" & 8" Additional 1.5mm	1	LF	\$1.20	\$1.20	0.94	\$ 1.13
17	10" & 12" Additional 1.5mm	1	LF	\$2.40	\$2.40	0.94	\$ 2.25
18	15" & 18" Additional 1.5mm	1	LF	\$11.99	\$11.99	0.94	\$ 11.27
19	21" & 24" Additional 1.5mm	1	LF	\$17.99	\$17.99	0.94	\$ 16.91
20	27" Additional 1.5mm	1	LF	\$29.98	\$29.98	0.94	\$ 28.18
21	30" Additional 1.5mm	1	LF	\$29.98	\$29.98	0.94	\$ 28.18
22	33" Additional 1.5mm	1	LF	\$35.97	\$35.97	0.94	\$ 33.81
23	36" Additional 1.5mm	1	LF	\$35.97	\$35.97	0.94	\$ 33.81
24	42" Additional 1.5mm	1	LF	\$47.96	\$47.96	0.94	\$ 45.08
25	48" Additional 1.5mm	1	LF	\$59.95	\$59.95	0.94	\$ 56.35
26	54" Additional 1.5mm	1	LF	\$71.94	\$71.94	0.94	\$ 67.62
27	6" - 10" Backyard Easement Setup Per Install Length	1	LF	\$4.80	\$4.80	0.94	\$ 4.51
28	12" - 18" Backyard Easement Setup Per Install Length	1	LF	\$11.99	\$11.99	0.94	\$ 11.27
29	Timber Matting for Large Diameter Setup	1	SY	\$23.98	\$23.98	0.94	\$ 22.54
30	Internal Reconnection of service connection by robotic cutter	1	EA	\$281.77	\$281.77	0.94	\$ 264.86
Note: Any CIPP over 54" will be on an individual quote basis.							
Clean/TV & Evaluation for Gravity Sewers							
31	6" - 12" Clean & TV sewer	1	LF	\$6.59	\$6.59	0.94	\$ 6.20
32	15" - 21" Clean & TV sewer	1	LF	\$13.19	\$13.19	0.94	\$ 12.40
33	24" - 33" Clean & TV sewer	1	LF	\$23.38	\$23.38	0.94	\$ 21.98
34	36" & 42" Clean & TV sewer	1	LF	\$35.97	\$35.97	0.94	\$ 33.81
35	48" & 54" Clean & TV sewer	1	LF	\$59.95	\$59.95	0.94	\$ 56.35
36	6" - 15" Post TV Inspection after Rehabilitation	1	LF	\$3.00	\$3.00	0.94	\$ 2.82
37	18" - 27" Post TV Inspection after Rehabilitation	1	LF	\$4.80	\$4.80	0.94	\$ 4.51
38	30" or Larger Post TV Inspection after Rehabilitation	1	LF	\$6.59	\$6.59	0.94	\$ 6.20
39	Re-setup for clean & TV Inspection Due to Point Repairs	1	EA	\$179.85	\$179.85	0.94	\$ 169.06
40	Root Removal	1	LF	\$3.60	\$3.60	0.94	\$ 3.38
41	Grease Removal	1	LF	\$3.60	\$3.60	0.94	\$ 3.38
42	Other Remote Obstruction Removal (max. 10 LF)	1	EA	\$1,618.65	\$1,618.65	0.94	\$ 1,521.53
43	Above Ground Physical Inspection	1	LF	\$4.80	\$4.80	0.94	\$ 4.51
Bypass for sewers and associated items							
44	Set Up 4" Pump (Per Pump)	1	EA	\$539.55	\$539.55	0.94	\$ 507.18
45	Set Up 6" Pump (Per Pump)	1	EA	\$1,258.95	\$1,258.95	0.94	\$ 1,183.41
46	Set Up 8" Pump (Per Pump)	1	EA	\$1,798.50	\$1,798.50	0.94	\$ 1,690.59
47	Set Up 12" Pump (Per Pump)	1	EA	\$3,177.35	\$3,177.35	0.94	\$ 2,986.71
48	Set Up 4" Piping	1	LF	\$44.96	\$44.96	0.94	\$ 42.26
49	Set Up 6" Piping	1	LF	\$55.75	\$55.75	0.94	\$ 52.41
50	Set Up 8" Piping	1	LF	\$95.92	\$95.92	0.94	\$ 90.16
51	Set up 12" Piping	1	LF	\$131.89	\$131.89	0.94	\$ 123.98
52	Set up 18" Piping	1	LF	\$161.87	\$161.87	0.94	\$ 152.15
53	Operate 4" Pumping System	1	DAY	\$112.71	\$112.71	0.94	\$ 105.94
PCA RFP OD-307-20							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
54	Operate 6" Pumping System	1	DAY	\$851.29	\$851.29	0.94	\$ 800.21
55	Operate 8" Pumping System	1	DAY	\$1,360.87	\$1,360.87	0.94	\$ 1,279.21
56	Operate 12" Pumping System	1	DAY	\$2,188.18	\$2,188.18	0.94	\$ 2,056.88

89	16-inch	1	EA	\$479.60	\$479.60	0.94	\$ 450.82
90	18-inch	1	EA	\$539.55	\$539.55	0.94	\$ 507.18
91	20-inch	1	EA	\$599.50	\$599.50	0.94	\$ 563.53
	Sewer Later Connections						
92	4-inch connection						
	a) 0-4 feet deep	1	EA	\$1,139.05	\$1,139.05	0.94	\$ 1,070.71
	b) 4-6 feet deep	1	EA	\$1,798.50	\$1,798.50	0.94	\$ 1,690.59
	c) 6-10 feet deep	1	EA	\$2,997.50	\$2,997.50	0.94	\$ 2,817.65
93	6-inch connection						
	a) 0-4 feet deep	1	EA	\$1,438.80	\$1,438.80	0.94	\$ 1,352.47
	b) 4-6 feet deep	1	EA	\$2,278.10	\$2,278.10	0.94	\$ 2,141.41
	c) 6-10 feet deep	1	EA	\$3,477.10	\$3,477.10	0.94	\$ 3,268.47
	Clean-out Installation						
94	4-inch	1	EA	\$449.63	\$449.63	0.94	\$ 422.65
95	6-inch	1	EA	\$569.53	\$569.53	0.94	\$ 535.35
	Sewer Lateral Pipe Bursting						
96	4-inch	1	LF	\$37.17	\$37.17	0.94	\$ 34.94
97	6-inch	1	LF	\$41.97	\$41.97	0.94	\$ 39.45
	C) Pipe Bursting with Pre-Chlorination for Water Main Replacement Procedure						
	HDPE DR 11						
98	3-inch diameter	1	LF	\$32.37	\$32.37	0.94	\$ 30.43
99	4-inch diameter	1	LF	\$37.17	\$37.17	0.94	\$ 34.94
100	6-inch diameter	1	LF	\$47.96	\$47.96	0.94	\$ 45.08
101	8-inch diameter	1	LF	\$53.96	\$53.96	0.94	\$ 50.72
102	10-inch diameter	1	LF	\$59.95	\$59.95	0.94	\$ 56.35
103	12-inch diameter	1	LF	\$65.95	\$65.95	0.94	\$ 61.99
104	14-inch diameter	1	LF	\$112.71	\$112.71	0.94	\$ 105.94
105	16-inch diameter	1	LF	\$143.88	\$143.88	0.94	\$ 135.25
106	18-inch diameter	1	LF	\$161.87	\$161.87	0.94	\$ 152.15
107	20-inch diameter	1	LF	\$203.83	\$203.83	0.94	\$ 191.60
108	24-inch diameter	1	LF	\$263.78	\$263.78	0.94	\$ 247.95
	Note: Installation with HDPE, Fusible PVC/Ductile Iron available at market price						
	Fittings						
	a) Bends and sleeves, DI						
109	a) 4-inch	1	EA	\$410.06	\$410.06	0.94	\$ 385.45
	b) 6-inch	1	EA	\$449.63	\$449.63	0.94	\$ 422.65
110	8-inch	1	EA	\$509.58	\$509.58	0.94	\$ 479.00
111	10-inch	1	EA	\$599.50	\$599.50	0.94	\$ 563.53
112	12-inch	1	EA	\$959.20	\$959.20	0.94	\$ 901.65
113	14-inch	1	EA	\$1,438.80	\$1,438.80	0.94	\$ 1,352.47
114	16-inch	1	EA	\$1,768.53	\$1,768.53	0.94	\$ 1,662.41
115	18-inch	1	EA	\$2,098.25	\$2,098.25	0.94	\$ 1,972.36
116	20-inch	1	EA	\$2,697.75	\$2,697.75	0.94	\$ 2,535.89
117	24-inch	1	EA	\$3,597.00	\$3,597.00	0.94	\$ 3,381.18
	b) Tees, DI						
118	6x6x4	1	EA	\$509.58	\$509.58	0.94	\$ 479.00
119	6x6x6	1	EA	\$569.53	\$569.53	0.94	\$ 535.35
120	8x8x4	1	EA	\$689.43	\$689.43	0.94	\$ 648.06
121	8x8x6	1	EA	\$719.40	\$719.40	0.94	\$ 676.24
122	8x8x8	1	EA	\$839.30	\$839.30	0.94	\$ 788.94
123	10x10x4	1	EA	\$749.38	\$749.38	0.94	\$ 704.41
124	10x10x6	1	EA	\$899.25	\$899.25	0.94	\$ 845.30
125	10x10x8	1	EA	\$989.18	\$989.18	0.94	\$ 929.82
126	10x10x10	1	EA	\$1,079.10	\$1,079.10	0.94	\$ 1,014.35
127	12x12x6	1	EA	\$1,318.90	\$1,318.90	0.94	\$ 1,239.77
128	12x12x8	1	EA	\$1,378.85	\$1,378.85	0.94	\$ 1,296.12
129	12x12x10	1	EA	\$1,438.80	\$1,438.80	0.94	\$ 1,352.47
130	12x12x12	1	EA	\$1,528.73	\$1,528.73	0.94	\$ 1,437.00
131	14x14x14	1	EA	\$1,918.40	\$1,918.40	0.94	\$ 1,803.30
132	16x4 tee	1	EA	\$3,297.25	\$3,297.25	0.94	\$ 3,099.42
133	16x6x6cross	1	EA	\$4,496.25	\$4,496.25	0.94	\$ 4,226.48
134	16x6 tee	1	EA	\$3,537.05	\$3,537.05	0.94	\$ 3,324.83
135	16x6 tee blowoff	1	EA	\$4,196.50	\$4,196.50	0.94	\$ 3,944.71
136	16x8x8 cross	1	EA	\$4,736.05	\$4,736.05	0.94	\$ 4,451.89
137	16x20 reducer	1	EA	\$1,498.75	\$1,498.75	0.94	\$ 1,408.83
138	18x18x18	1	EA	\$2,637.80	\$2,637.80	0.94	\$ 2,479.53

139	20 tee	1	EA	\$5,095.75	\$5,095.75	0.94	\$	4,790.01
140	20 cross	1	EA	\$5,995.00	\$5,995.00	0.94	\$	5,635.30
141	24 tee	1	EA	\$6,294.75	\$6,294.75	0.94	\$	5,917.07
142	24 cross	1	EA	\$7,194.00	\$7,194.00	0.94	\$	6,762.36
	a) Fittings available per Pound	1	LB	\$5.58	\$5.58	0.94	\$	5.24
	Gate Valves							
143	4-inch	1	EA	\$506.00	\$506.00	0.94	\$	475.64
144	6-inch	1	EA	\$1,138.50	\$1,138.50	0.94	\$	1,070.19
145	8-inch	1	EA	\$1,739.38	\$1,739.38	0.94	\$	1,635.01
PCA RFP OD-307-20								
			QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit
146	10-inch	1	EA	\$2,213.75	\$2,213.75	0.94	\$	2,080.93
147	12-inch	1	EA	\$3,162.50	\$3,162.50	0.94	\$	2,972.75
148	14-inch	1	EA	\$6,957.50	\$6,957.50	0.94	\$	6,540.05
149	16-inch	1	EA	\$7,779.75	\$7,779.75	0.94	\$	7,312.97
150	18-inch	1	EA	\$11,511.50	\$11,511.50	0.94	\$	10,820.81
151	20-inch	1	EA	\$14,231.25	\$14,231.25	0.94	\$	13,377.38
152	24-inch	1	EA	\$18,658.75	\$18,658.75	0.94	\$	17,539.23
153	Remove valve only	1	EA	\$316.25	\$316.25	0.94	\$	297.28
154	Install new valve vault	1	EA	\$7,194.00	\$7,194.00	0.94	\$	6,762.36
155	Fire Hydrants	1	EA	\$4,468.75	\$4,468.75	0.94	\$	4,200.63
	Connection at Services							
	a) Up to 1" service, short side up to 5-feet							
156	4-inch main	1	EA	\$506.00	\$506.00	0.94	\$	475.64
157	6-inch main	1	EA	\$569.25	\$569.25	0.94	\$	535.10
158	8-inch main	1	EA	\$600.88	\$600.88	0.94	\$	564.82
159	10-inch main	1	EA	\$632.50	\$632.50	0.94	\$	594.55
160	12-inch main	1	EA	\$695.75	\$695.75	0.94	\$	654.01
161	16-inch main	1	EA	\$885.50	\$885.50	0.94	\$	832.37
162	18-inch main	1	EA	\$1,075.25	\$1,075.25	0.94	\$	1,010.74
163	20-inch main	1	EA	\$1,391.50	\$1,391.50	0.94	\$	1,308.01
164	24-inch main	1	EA	\$1,771.00	\$1,771.00	0.94	\$	1,664.74
	b) Up to 2" service, short side up to 5-feet							
165	4-inch main	1	EA	\$759.00	\$759.00	0.94	\$	713.46
166	6-inch main	1	EA	\$822.25	\$822.25	0.94	\$	772.92
167	8-inch main	1	EA	\$853.88	\$853.88	0.94	\$	802.64
168	10-inch main	1	EA	\$885.50	\$885.50	0.94	\$	832.37
169	12-inch main	1	EA	\$948.75	\$948.75	0.94	\$	891.83
170	16-inch main	1	EA	\$1,138.50	\$1,138.50	0.94	\$	1,070.19
171	18-inch main	1	EA	\$1,391.50	\$1,391.50	0.94	\$	1,308.01
172	20-inch main	1	EA	\$1,707.75	\$1,707.75	0.94	\$	1,605.29
173	24-inch main	1	EA	\$1,960.75	\$1,960.75	0.94	\$	1,843.11
	c) Up to 1" service, long side up to 25-feet							
174	4-inch main	1	EA	\$980.38	\$980.38	0.94	\$	921.55
175	6-inch main	1	EA	\$1,075.25	\$1,075.25	0.94	\$	1,010.74
176	8-inch main	1	EA	\$1,106.88	\$1,106.88	0.94	\$	1,040.46
177	10-inch main	1	EA	\$1,138.50	\$1,138.50	0.94	\$	1,070.19
178	12-inch main	1	EA	\$1,201.75	\$1,201.75	0.94	\$	1,129.65
179	16-inch main	1	EA	\$1,391.50	\$1,391.50	0.94	\$	1,308.01
180	18-inch main	1	EA	\$1,581.25	\$1,581.25	0.94	\$	1,486.38
181	20-inch main	1	EA	\$2,087.25	\$2,087.25	0.94	\$	1,962.02
182	24-inch main	1	EA	\$2,277.00	\$2,277.00	0.94	\$	2,140.38
	d) Up to 2" service, long side up to 25-feet							
183	4-inch main	1	EA	\$1,265.00	\$1,265.00	0.94	\$	1,189.10
184	6-inch main	1	EA	\$1,328.25	\$1,328.25	0.94	\$	1,248.56
185	8-inch main	1	EA	\$1,359.88	\$1,359.88	0.94	\$	1,278.28
186	10-inch main	1	EA	\$1,391.50	\$1,391.50	0.94	\$	1,308.01
187	12-inch main	1	EA	\$1,454.75	\$1,454.75	0.94	\$	1,367.47
188	16-inch main	1	EA	\$1,834.25	\$1,834.25	0.94	\$	1,724.20
189	18-inch main	1	EA	\$2,087.25	\$2,087.25	0.94	\$	1,962.02
190	20-inch main	1	EA	\$2,466.75	\$2,466.75	0.94	\$	2,318.75
191	24-inch main	1	EA	\$2,783.00	\$2,783.00	0.94	\$	2,616.02
	e) Additional service length							
192	Over 30-feet x 1"	1	LF	\$14.39	\$14.39	0.94	\$	13.52
193	Over 30-feet x 2"	1	LF	\$17.99	\$17.99	0.94	\$	16.91
	Note: Service pipe HDPE, Copper available at market price							
	f) Vacuum breaker for water service							
193.1	up to 1-inch	1	EA	\$1,700.00	\$1,700.00	0.94	\$	1,598.00

193.2	up to 2-inch	1	EA	\$1,825.00	\$1,825.00	0.94	\$ 1,715.50
193.3	up to 3-inch	1	EA	\$1,950.00	\$1,950.00	0.94	\$ 1,833.00
193.4	Meter Relocations	1	EA	\$650.00	\$650.00	0.94	\$ 611.00
	Line Stops						
194	4-inch	1	EA	\$4,620.00	\$4,620.00	0.94	\$ 4,342.80
195	6-inch	1	EA	\$5,940.00	\$5,940.00	0.94	\$ 5,583.60
196	8-inch	1	EA	\$6,600.00	\$6,600.00	0.94	\$ 6,204.00
197	10-inch	1	EA	\$6,600.00	\$6,600.00	0.94	\$ 6,204.00
198	12-inch	1	EA	\$9,240.00	\$9,240.00	0.94	\$ 8,685.60
199	16-inch	1	EA	\$17,985.00	\$17,985.00	0.94	\$ 16,905.90
200	18-inch	1	EA	\$21,582.00	\$21,582.00	0.94	\$ 20,287.08
201	20-inch	1	EA	\$22,781.00	\$22,781.00	0.94	\$ 21,414.14
202	24-inch	1	EA	\$25,179.00	\$25,179.00	0.94	\$ 23,668.26
	Bypass for water main pipe bursting or CIPP lining						
203	2-inch temporary	1	LF	\$27.58	\$27.58	0.94	\$ 25.92
204	4-inch temporary	1	LF	\$31.17	\$31.17	0.94	\$ 29.30
205	6-inch temporary	1	LF	\$37.17	\$37.17	0.94	\$ 34.94
	Temporary service connections for water main bypass						
206	2-inch short side	1	EA	\$329.73	\$329.73	0.94	\$ 309.94
207	2-inch long side	1	EA	\$449.63	\$449.63	0.94	\$ 422.65
208	4-inch short side	1	EA	\$359.70	\$359.70	0.94	\$ 338.12
209	4-inch long side	1	EA	\$479.60	\$479.60	0.94	\$ 450.82
210	6-inch short side	1	EA	\$389.68	\$389.68	0.94	\$ 366.29
211	6-inch long side	1	EA	\$509.58	\$509.58	0.94	\$ 479.00
	D) Polyethylene (PE) Sewer Pipe Sliplining						
	PE Pipe DR 22.5						
212	4-inch	1	LF	\$29.98	\$29.98	0.94	\$ 28.18
213	6-inch	1	LF	\$35.97	\$35.97	0.94	\$ 33.81
214	8-inch	1	LF	\$41.97	\$41.97	0.94	\$ 39.45
215	10-inch	1	LF	\$47.96	\$47.96	0.94	\$ 45.08
216	12-inch	1	LF	\$53.96	\$53.96	0.94	\$ 50.72
217	Annular Space - Grouting	1	CY	\$359.70	\$359.70	0.94	\$ 338.12
	PCA RFP OD-307-20						
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
	E) Procedures for Rehabilitation of Existing Pipelines						
	Pipe String Fusion						
218	4-inch	1	LF	\$35.97	\$35.97	0.94	\$ 33.81
219	6-inch	1	LF	\$41.97	\$41.97	0.94	\$ 39.45
220	8-inch	1	LF	\$47.96	\$47.96	0.94	\$ 45.08
221	10-inch	1	LF	\$53.96	\$53.96	0.94	\$ 50.72
222	12-inch	1	LF	\$59.95	\$59.95	0.94	\$ 56.35
	Pressure Testing						
223	4-12 inch	1	LF	\$2.40	\$2.40	0.94	\$ 2.25
224	Charge Water	1	K-Gals	\$1.20	\$1.20	0.94	\$ 1.13
	Chlorination						
225	4-inch	1	LF	\$1.20	\$1.20	0.94	\$ 1.13
226	6-inch	1	LF	\$1.80	\$1.80	0.94	\$ 1.69
227	8-inch	1	LF	\$2.40	\$2.40	0.94	\$ 2.25
228	10-inch	1	LF	\$3.00	\$3.00	0.94	\$ 2.82
229	12-inch	1	LF	\$3.60	\$3.60	0.94	\$ 3.38
230	BT Test	1	EA	\$299.75	\$299.75	0.94	\$ 281.77
	Flushing						
231	4-12 inch	1	LF	\$0.60	\$0.60	0.94	\$ 0.56
232	Charge Water	1	K-Gals	\$0.60	\$0.60	0.94	\$ 0.56
	Dechlorination						
233	4-12 inch	1	K-Gals	\$1.20	\$1.20	0.94	\$ 1.13
	PCA RFP OD-307-20						
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
	F) Trenchless Rehabilitation/Reconstruction of Pipelines and Conduits						

Compression Fit HDPE Pipe Lining							
a) Camera							
234	0-10 inch	1	LF	\$1.20	\$1.20	0.94	\$ 1.13
235	10-24 inch	1	LF	\$1.80	\$1.80	0.94	\$ 1.69
236	25-36 inch	1	LF	\$2.40	\$2.40	0.94	\$ 2.25
237	37-48 inch	1	LF	\$3.00	\$3.00	0.94	\$ 2.82
238	Over 48 inch	1	LF	\$3.60	\$3.60	0.94	\$ 3.38
b) Clean							
239	0-10 inch	1	LF	\$3.00	\$3.00	0.94	\$ 2.82
240	10-24 inch	1	LF	\$3.60	\$3.60	0.94	\$ 3.38
241	25-36 inch	1	LF	\$4.20	\$4.20	0.94	\$ 3.94
242	37-48 inch	1	LF	\$4.80	\$4.80	0.94	\$ 4.51
243	Over 48 inch	1	LF	\$5.40	\$5.40	0.94	\$ 5.07
c) Pigging See item G) Pig Cleaning							
d) Gauging							
244	0-10 inch	1	LF	\$6.00	\$6.00	0.94	\$ 5.64
245	10-24 inch	1	LF	\$9.59	\$9.59	0.94	\$ 9.02
246	25-36 inch	1	LF	\$13.19	\$13.19	0.94	\$ 12.40
247	37-48 inch	1	LF	\$16.79	\$16.79	0.94	\$ 15.78
248	Over 48 inch	1	Per-inch	\$1.20	\$1.20	0.94	\$ 1.13
e) Obstruction Removal							
249		1	EA	\$719.40	\$719.40	0.94	\$ 676.24
f) Pipe Liner Insertion							
1) PE 4710 DR 41							
250	4-inch	1	LF	\$11.99	\$11.99	0.94	\$ 11.27
251	6-inch	1	LF	\$23.98	\$23.98	0.94	\$ 22.54
252	8-inch	1	LF	\$29.98	\$29.98	0.94	\$ 28.18
253	10-inch	1	LF	\$41.97	\$41.97	0.94	\$ 39.45
254	12-inch	1	LF	\$59.95	\$59.95	0.94	\$ 56.35
255	16-inch	1	LF	\$89.93	\$89.93	0.94	\$ 84.53
256	18-inch	1	LF	\$113.91	\$113.91	0.94	\$ 107.07
257	20-inch	1	LF	\$155.87	\$155.87	0.94	\$ 146.52
258	24-inch	1	LF	\$215.82	\$215.82	0.94	\$ 202.87
259	30-inch	1	LF	\$287.76	\$287.76	0.94	\$ 270.49
260	36-inch	1	LF	\$335.72	\$335.72	0.94	\$ 315.58
261	42-inch	1	LF	\$407.66	\$407.66	0.94	\$ 383.20
262	48-inch	1	LF	\$479.60	\$479.60	0.94	\$ 450.82
263	54-inch	1	LF	\$569.53	\$569.53	0.94	\$ 535.35
2) PE 4710 DR 32.5							
264	4-inch	1	LF	\$23.98	\$23.98	0.94	\$ 22.54
265	6-inch	1	LF	\$29.98	\$29.98	0.94	\$ 28.18
266	8-inch	1	LF	\$35.97	\$35.97	0.94	\$ 33.81
267	10-inch	1	LF	\$47.96	\$47.96	0.94	\$ 45.08
268	12-inch	1	LF	\$65.95	\$65.95	0.94	\$ 61.99
269	16-inch	1	LF	\$95.92	\$95.92	0.94	\$ 90.16
270	18-inch	1	LF	\$125.90	\$125.90	0.94	\$ 118.34
271	20-inch	1	LF	\$179.85	\$179.85	0.94	\$ 169.06
272	24-inch	1	LF	\$239.80	\$239.80	0.94	\$ 225.41
273	30-inch	1	LF	\$311.74	\$311.74	0.94	\$ 293.04
274	36-inch	1	LF	\$359.70	\$359.70	0.94	\$ 338.12
275	42-inch	1	LF	\$431.64	\$431.64	0.94	\$ 405.74
276	48-inch	1	LF	\$503.58	\$503.58	0.94	\$ 473.37
277	54-inch	1	LF	\$569.53	\$569.53	0.94	\$ 535.35
3) PE 4710 DR 26							
PCA RFP OD-307-20							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
278	4-inch	1	LF	\$29.98	\$29.98	0.94	\$ 28.18
279	6-inch	1	LF	\$35.97	\$35.97	0.94	\$ 33.81
280	8-inch	1	LF	\$41.97	\$41.97	0.94	\$ 39.45
281	10-inch	1	LF	\$53.96	\$53.96	0.94	\$ 50.72
282	12-inch	1	LF	\$71.94	\$71.94	0.94	\$ 67.62
283	16-inch	1	LF	\$107.91	\$107.91	0.94	\$ 101.44
284	18-inch	1	LF	\$143.88	\$143.88	0.94	\$ 135.25

285	20-inch	1	LF	\$209.83	\$209.83	0.94	\$	197.24
286	24-inch	1	LF	\$263.78	\$263.78	0.94	\$	247.95
287	30-inch	1	LF	\$335.72	\$335.72	0.94	\$	315.58
288	36-inch	1	LF	\$359.70	\$359.70	0.94	\$	338.12
289	42-inch	1	LF	\$455.62	\$455.62	0.94	\$	428.28
290	48-inch	1	LF	\$527.56	\$527.56	0.94	\$	495.91
291	54-inch	1	LF	\$605.50	\$605.50	0.94	\$	569.17
	4) PE 4710 DR 21							
292	4-inch	1	LF	\$35.97	\$35.97	0.94	\$	33.81
293	6-inch	1	LF	\$41.97	\$41.97	0.94	\$	39.45
294	8-inch	1	LF	\$47.96	\$47.96	0.94	\$	45.08
295	10-inch	1	LF	\$59.95	\$59.95	0.94	\$	56.35
296	12-inch	1	LF	\$77.94	\$77.94	0.94	\$	73.26
297	16-inch	1	LF	\$119.90	\$119.90	0.94	\$	112.71
298	18-inch	1	LF	\$155.87	\$155.87	0.94	\$	146.52
299	20-inch	1	LF	\$227.81	\$227.81	0.94	\$	214.14
300	24-inch	1	LF	\$287.76	\$287.76	0.94	\$	270.49
301	30-inch	1	LF	\$371.69	\$371.69	0.94	\$	349.39
302	36-inch	1	LF	\$395.67	\$395.67	0.94	\$	371.93
303	42-inch	1	LF	\$479.60	\$479.60	0.94	\$	450.82
304	48-inch	1	LF	\$551.54	\$551.54	0.94	\$	518.45
305	54-inch	1	LF	\$641.47	\$641.47	0.94	\$	602.98
	5) PE 4710 DR 17							
306	4-inch	1	LF	\$41.97	\$41.97	0.94	\$	39.45
307	6-inch	1	LF	\$47.96	\$47.96	0.94	\$	45.08
308	8-inch	1	LF	\$53.96	\$53.96	0.94	\$	50.72
309	10-inch	1	LF	\$65.95	\$65.95	0.94	\$	61.99
310	12-inch	1	LF	\$83.93	\$83.93	0.94	\$	78.89
311	16-inch	1	LF	\$131.89	\$131.89	0.94	\$	123.98
312	18-inch	1	LF	\$167.86	\$167.86	0.94	\$	157.79
313	20-inch	1	LF	\$245.80	\$245.80	0.94	\$	231.05
314	24-inch	1	LF	\$311.74	\$311.74	0.94	\$	293.04
315	30-inch	1	LF	\$407.66	\$407.66	0.94	\$	383.20
316	36-inch	1	LF	\$431.64	\$431.64	0.94	\$	405.74
317	42-inch	1	LF	\$515.57	\$515.57	0.94	\$	484.64
318	48-inch	1	LF	\$581.52	\$581.52	0.94	\$	546.62
319	54-inch	1	LF	\$701.42	\$701.42	0.94	\$	659.33
	G) Pig Cleaning							
	Foam Pig							
320	0-12 inch	1	LF	\$0.60	\$0.60	0.94	\$	0.56
321	13-24 inch	1	LF	\$1.80	\$1.80	0.94	\$	1.69
322	25-36 inch	1	LF	\$3.00	\$3.00	0.94	\$	2.82
323	37-48 inch	1	LF	\$4.20	\$4.20	0.94	\$	3.94
324	Over 48 inch	1	LF	\$6.00	\$6.00	0.94	\$	5.64
	Wire Bullet Pig							
325	0-12 inch	1	LF	\$3.60	\$3.60	0.94	\$	3.38
326	13-24 inch	1	LF	\$4.80	\$4.80	0.94	\$	4.51
327	25-36 inch	1	LF	\$7.19	\$7.19	0.94	\$	6.76
328	37-48 inch	1	LF	\$10.79	\$10.79	0.94	\$	10.14
329	Over 48 inch	1	LF	\$14.39	\$14.39	0.94	\$	13.52
	Blade Scraper Pig							
330	0-12 inch	1	LF	\$0.60	\$0.60	0.94	\$	0.56
331	13-24 inch	1	LF	\$1.80	\$1.80	0.94	\$	1.69
332	25-36 inch	1	LF	\$3.00	\$3.00	0.94	\$	2.82
333	37-48 inch	1	LF	\$4.20	\$4.20	0.94	\$	3.94
334	Over 48 inch	1	LF	\$6.00	\$6.00	0.94	\$	5.64
	H) Time and Material Unit Rates for Change Orders							
	Materials, Subcontractors and Rentals							
335	Markup = 15%							
336	Sales Taxes = Per Jurisdiction							
	Labor							
337	Executive Supervisor	1	HR	\$101.92	\$101.92	0.94	\$	95.80
	a) Project Management	1	HR	\$89.93	\$89.93	0.94	\$	84.53

338	Superintendent	1	HR	\$53.96	\$53.96	0.94	\$	50.72
PCA RFP OD-307-20								
		QTY	Unit	Unit Price	Extension	Coefficient		Revised Unit Price
339	Administrator	1	HR	\$29.98	\$29.98	0.94	\$	28.18
340	Crew Chief	1	HR	\$47.96	\$47.96	0.94	\$	45.08
341	Equipment Operator	1	HR	\$41.97	\$41.97	0.94	\$	39.45
342	Pipelayer - Skilled	1	HR	\$35.97	\$35.97	0.94	\$	33.81
343	Pipelayer - Helper	1	HR	\$33.57	\$33.57	0.94	\$	31.56
344	Laborer - Unskilled	1	HR	\$29.98	\$29.98	0.94	\$	28.18
I) Directional Drilling & Pipe Installation								
345	2-inch	1	LF	\$22.78	\$22.78	0.94	\$	21.41
346	4-inch	1	LF	\$31.17	\$31.17	0.94	\$	29.30
347	6-inch	1	LF	\$41.97	\$41.97	0.94	\$	39.45
348	8-inch	1	LF	\$47.96	\$47.96	0.94	\$	45.08
349	10-inch	1	LF	\$65.95	\$65.95	0.94	\$	61.99
350	12-inch	1	LF	\$86.33	\$86.33	0.94	\$	81.15
351	14-inch	1	LF	\$106.71	\$106.71	0.94	\$	100.31
352	16-inch	1	LF	\$119.90	\$119.90	0.94	\$	112.71
353	18-inch	1	LF	\$137.89	\$137.89	0.94	\$	129.61
354	20-inch	1	LF	\$215.82	\$215.82	0.94	\$	202.87
355	24-inch	1	LF	\$287.76	\$287.76	0.94	\$	270.49
J) Gravity Sewer CIPP Lateral Renewal Systems								
356	4 inch lateral up to 25 lf	1	EA	\$1,798.50	\$1,798.50	0.94	\$	1,690.59
357	6 inch lateral up to 25 lf	1	EA	\$2,098.25	\$2,098.25	0.94	\$	1,972.36
358	4 inch tophat installation	1	EA	\$839.30	\$839.30	0.94	\$	788.94
359	6 inch tophat installation	1	EA	\$1,079.10	\$1,079.10	0.94	\$	1,014.35
K) Manhole Rehabilitation								
360	4 foot diameter							
	a) Mud Interior Coating	1	VF	\$299.75	\$299.75	0.94	\$	281.77
	b) Epoxy sprayed Interior Coating	1	VF	\$447.23	\$447.23	0.94	\$	420.39
	c) New manhole installation	1	VF	\$1,404.03	\$1,404.03	0.94	\$	1,319.79
361	6 foot diameter	1	VF	\$318.93	\$318.93	0.94	\$	299.80
362	Lift station rehabilitation	1	SF	\$21.58	\$21.58	0.94	\$	20.29
363	Existing coating removal	1	SF	\$6.00	\$6.00	0.94	\$	5.64
364	Adjust existing manhole cover and ring (grass)	1	EA	\$479.60	\$479.60	0.94	\$	450.82
365	Adjust existing manhole cover and ring (Asphalt)	1	EA	\$719.40	\$719.40	0.94	\$	676.24
366	Install new manhole ring and cover (grass)	1	EA	\$839.30	\$839.30	0.94	\$	788.94
367	Install new manhole ring and cover (Asphalt)	1	EA	\$1,318.90	\$1,318.90	0.94	\$	1,239.77
368	Furnish and install manhole chimney seal	1	EA	\$599.50	\$599.50	0.94	\$	563.53
369	Re-construct manhole bench and channel flow	1	EA	\$599.50	\$599.50	0.94	\$	563.53
L) Slip-lining down to DR 11								
370	4-inch	1	EA	\$35.97	\$35.97	0.94	\$	33.81
371	6-inch	1	EA	\$41.97	\$41.97	0.94	\$	39.45
372	8-inch	1	EA	\$47.96	\$47.96	0.94	\$	45.08
373	10-inch	1	EA	\$59.95	\$59.95	0.94	\$	56.35
374	12-inch	1	EA	\$83.93	\$83.93	0.94	\$	78.89
375	16-inch	1	EA	\$119.90	\$119.90	0.94	\$	112.71
376	18-inch	1	EA	\$137.89	\$137.89	0.94	\$	129.61
377	24-inch	1	EA	\$287.76	\$287.76	0.94	\$	270.49
378	30-inch	1	EA	\$383.68	\$383.68	0.94	\$	360.66
379	36-inch	1	EA	\$455.62	\$455.62	0.94	\$	428.28
380	42-inch	1	EA	\$503.58	\$503.58	0.94	\$	473.37
381	48-inch	1	EA	\$575.52	\$575.52	0.94	\$	540.99
382	54-inch	1	EA	\$767.36	\$767.36	0.94	\$	721.32
383	63-inch	1	EA	\$899.25	\$899.25	0.94	\$	845.30
M) Large Diameter HDPE								
	Pipe String Fusion							
384	14-inch	1	LF	\$65.95	\$65.95	0.94	\$	61.99
385	16-inch	1	LF	\$77.94	\$77.94	0.94	\$	73.26
386	18-inch	1	LF	\$89.93	\$89.93	0.94	\$	84.53
387	20-inch	1	LF	\$101.92	\$101.92	0.94	\$	95.80
388	24-inch	1	LF	\$125.90	\$125.90	0.94	\$	118.34
389	30-inch	1	LF	\$161.87	\$161.87	0.94	\$	152.15
390	36-inch	1	LF	\$203.83	\$203.83	0.94	\$	191.60

391	48-inch	1	LF	\$263.78	\$263.78	0.94	\$ 247.95
	Pressure Testing						
392	14-48 inch	1	LF	\$4.80	\$4.80	0.94	\$ 4.51
393	Charge Water	1	K-Gals	\$1.20	\$1.20	0.94	\$ 1.13
N) Pipe Bursting for Force Main Replacement Procedure							
	HDPE DR 11						
394	3-inch diameter	1	LF	\$57.55	\$57.55	0.94	\$ 54.10
395	4-inch diameter	1	LF	\$68.34	\$68.34	0.94	\$ 64.24
396	6-inch diameter	1	LF	\$88.73	\$88.73	0.94	\$ 83.40
397	8-inch diameter	1	LF	\$115.10	\$115.10	0.94	\$ 108.20
398	10-inch diameter	1	LF	\$129.49	\$129.49	0.94	\$ 121.72
399	12-inch diameter	1	LF	\$161.87	\$161.87	0.94	\$ 152.15
400	14-inch diameter	1	LF	\$179.85	\$179.85	0.94	\$ 169.06
401	16-inch diameter	1	LF	\$221.82	\$221.82	0.94	\$ 208.51
402	18-inch diameter	1	LF	\$251.79	\$251.79	0.94	\$ 236.68
403	20-inch diameter	1	LF	\$293.76	\$293.76	0.94	\$ 276.13
404	24-inch diameter	1	LF	\$329.73	\$329.73	0.94	\$ 309.94
405	30-inch diameter	1	LF	\$419.65	\$419.65	0.94	\$ 394.47
406	36-inch diameter	1	LF	\$461.62	\$461.62	0.94	\$ 433.92
407	42-inch diameter	1	LF	\$509.58	\$509.58	0.94	\$ 479.00
408	48-inch diameter	1	LF	\$599.50	\$599.50	0.94	\$ 563.53
409	54-inch diameter	1	LF	\$719.40	\$719.40	0.94	\$ 676.24
	Plug Valves						
410	4-inch	1	EA	\$1,343.43	\$1,343.43	0.94	\$ 1,262.82
411	6-inch	1	EA	\$2,150.50	\$2,150.50	0.94	\$ 2,021.47
412	8-inch	1	EA	\$2,824.75	\$2,824.75	0.94	\$ 2,655.26
413	10-inch	1	EA	\$3,875.96	\$3,875.96	0.94	\$ 3,643.40
414	12-inch	1	EA	\$4,481.90	\$4,481.90	0.94	\$ 4,212.98
415	16-inch	1	EA	\$6,455.30	\$6,455.30	0.94	\$ 6,067.98
416	18-inch	1	EA	\$10,810.69	\$10,810.69	0.94	\$ 10,162.05
417	20-inch	1	EA	\$16,934.56	\$16,934.56	0.94	\$ 15,918.48
418	24-inch	1	EA	\$23,071.07	\$23,071.07	0.94	\$ 21,686.81
419	30-inch	1	EA	\$39,790.58	\$39,790.58	0.94	\$ 37,403.14
420	36-inch	1	EA	\$56,993.31	\$56,993.31	0.94	\$ 53,573.71
421	42-inch	1	EA	\$69,276.46	\$69,276.46	0.94	\$ 65,119.87
422	48-inch	1	EA	\$78,333.86	\$78,333.86	0.94	\$ 73,633.83
423	54-inch	1	EA	\$88,314.71	\$88,314.71	0.94	\$ 83,015.83
	ARV Vacuum/Air/With structure						
424	2-inch	1	EA	\$6,035.04	\$6,035.04	0.94	\$ 5,672.94
425	4-inch	1	EA	\$13,840.06	\$13,840.06	0.94	\$ 13,009.65
426	6-inch	1	EA	\$17,531.78	\$17,531.78	0.94	\$ 16,479.87
	Blow Off/With box						
427	2-inch	1	EA	\$3,050.26	\$3,050.26	0.94	\$ 2,867.24
428	4-inch	1	EA	\$5,514.20	\$5,514.20	0.94	\$ 5,183.35
429	6-inch	1	EA	\$9,370.19	\$9,370.19	0.94	\$ 8,807.97
430	Tracer Wire	1	LF	\$2.51	\$2.51	0.94	\$ 2.36
Q) Modular Pipe Bursting							
431	Manhole set up fee	1	EA	\$29,675.25	\$29,675.25	0.94	\$ 27,894.74
432	8-inch	1	LF	\$187.04	\$187.04	0.94	\$ 175.82
433	10-inch	1	LF	\$203.83	\$203.83	0.94	\$ 191.60
434	12-inch	1	LF	\$223.01	\$223.01	0.94	\$ 209.63
435	14-inch	1	LF	\$241.00	\$241.00	0.94	\$ 226.54
436	16-inch	1	LF	\$270.97	\$270.97	0.94	\$ 254.72
437	18-inch	1	LF	\$321.33	\$321.33	0.94	\$ 302.05
P) Extended Warranty							
438	Past 1 year, extended warranty offered at 1.93% of contract value per year						
Q) On Grade Horizontal Gravity Sewer Directional Drill							
439	8-inch	1	LF	\$255.39	\$255.39	0.94	\$ 240.06
440	10-inch	1	LF	\$286.56	\$286.56	0.94	\$ 269.37
441	12-inch	1	LF	\$318.93	\$318.93	0.94	\$ 299.80

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND STEP MILES, INC. FOR THE PURPOSE OF PROVIDING MEDIA AGENCY SERVICES AT A COST NOT TO EXCEED \$60,000 ANNUALLY; APPROVING AN INITIAL TERM OF ONE YEAR AND A RENEWAL OPTION FOR UP TO TWO ADDITIONAL YEARS.

Issue:

Should Council approve the Resolution authorizing an agreement with Step Miles, Inc. for the provision of Media Services and authorize associated expenditures?

The Bal Harbour Experience:

- | | | |
|---|--|--|
| <input type="checkbox"/> Beautiful Environment | <input type="checkbox"/> Safety | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input checked="" type="checkbox"/> Destination & Amenities | <input checked="" type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |

Item Summary / Recommendation:

By contracting with Step Miles as the Village's Media Agency these past three (3) years, we have been able to accomplish our goal of having one single full-service agency that can provide both planning and purchasing of media, as well as delivering the analytical tools needed to allow easy / immediate access to the data which drives our media investment decisions. In addition, Step Miles demonstrated a deeper level of data analysis and reporting as compared to the other proposer. This is especially important as this analysis provides us the ability to make timely decisions regarding our media investments (placements as well as changes).

Approval of this Agreement would allow the Village to continue our existing media and marketing efforts that are reviewed and approved by the Village's Resort Tax Committee.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

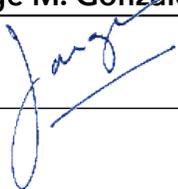
Advisory Board Recommendation:

The Resort Tax Committee approved this item as part of their annual budget recommendations.

Financial Information:

	Amount	Account	Account #
	\$60,000	Resort Tax Fund- Advertising	10-52-504812

Sign off:

Tourism Director	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Claudia Dixon	Jorge M. Gonzalez
		

BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: October 17, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND STEP MILES, INC. FOR THE PURPOSE OF PROVIDING MEDIA AGENCY SERVICES AT A COST NOT TO EXCEED \$60,000 ANNUALLY; APPROVING AN INITIAL TERM OF ONE YEAR AND A RENEWAL OPTION FOR UP TO TWO ADDITIONAL YEARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE,**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The Village levies a Resort Tax of four percent of the rent received on the occupancy of a room in our hotels and two percent on all food or beverages sold at retail for consumption on the premises, at any place of business within the Village. This levy is consistent with Part I, Chapter 212, of Florida Statutes. According to the Florida Statutes, resort tax funds must be used for the enhancement of tourism related activities, publicity and advertising purposes. Since 2020, Step Miles has been the firm which the Village works with for all our digital media efforts. The Village Council approved an agreement with Step Miles in 2020 which sunset on September 30, 2023.

During the last several years, digital media has taken the lead in media in all industries including the tourism sector. Several factors have contributed to its growth and popularity:

1. *Flexibility—digital placements could be placed, moved, or canceled with great ease and short notice versus print ads which required long (30-90-day lead-times);*
2. *Digital offers access to an extended audience who were focusing more on desktop computers and tablets versus traditional print material to get their news, read mail, search for information, and make purchases or reservations;*
3. *Digital allows for targeted offering to select demographics;*
4. *Digital offers ways to market to potential clients based on the words/phrases they were searching;*
5. *With the advent and explosive growth of mobile, digital provides yet another platform to reach out to potential and existing clients; and*
6. *Digital allows for direct access to analytical data to determine if the campaigns were performing and to establish KPI's as well as to calculate the ROI.*

Within the digital offerings, social media also takes on greater importance and provides another channel to consider in the overall media planning and access to analytical data that can help deliver measurable results.

ANALYSIS

In January 2020, an RFP for a Media Agency to provide media services for both the Media Planning / Purchasing as well as the Analytics was issued. Step Miles, Inc. was selected to be the best qualified as well as the lowest priced proposal with a flat fee of \$5,000 per month for an annual cost of \$60,000. In February 2020, the Village Council approved an agreement with Step Miles for a term expiring on September 30, 2023.

By contracting with Step Miles as the Village's Media Agency these past three (3) years, we have been able to accomplish our goal of having one single full-service agency that can provide both planning and purchasing of media, as well as delivering the analytical tools needed to allow easy / immediate access to the data which drives our media investment decisions. In addition, Step Miles demonstrated a deeper level of data analysis and reporting as compared to the other proposer. This is especially important as this analysis provides us the ability to make timely decisions regarding our media investments (placements as well as changes).

Step Miles, Inc. has been incorporated since 2004 and works with clients in diverse industries in the U.S. and Europe to develop data-led effective marketing and advertising strategies to optimize media performance across all channels.

Approval of this Agreement would allow the Village to continue our existing media and marketing efforts that are reviewed and approved by the Village's Resort Tax Committee.

THE BAL HARBOUR EXPERIENCE

The continued use of Step Miles, Inc. as the Village's Media Agency is in alignment with the vision and principles of *The Bal Harbour Experience*, which in turn will provide more strategic and efficient ways to better promote Bal Harbour's Destination & Amenities and Exclusivity and Access.

CONCLUSION

The Village has been very satisfied with Step Miles and their performance over the past (3) three years and recommends the approval of the Resolution in order for the Village to continue with our efforts and the data generation of digital and media placements which ultimately drives marketing / advertising investment decisions. As such, additional media and marketing efforts can be planned to further enhance the reach of the Bal Harbour Brand and create demand generation for visits to Bal Harbour.

Attachments:

1. Agreement with Step Miles, Inc.

RESOLUTION NO. 2023-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND STEP MILES, INC. FOR THE PURPOSE OF PROVIDING MEDIA AGENCY SERVICES AT A COST NOT TO EXCEED \$60,000 ANNUALLY; APPROVING AN INITIAL TERM OF ONE YEAR AND A RENEWAL OPTION FOR UP TO TWO ADDITIONAL YEARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2015, Bal Harbour Village ("Village") engaged in an extensive reimagining campaign and hired a consultant consistent with this re-branding effort to develop a media plan; and

WHEREAS, this consultant served the Village until August 2019 when another consultant was selected on an emergency basis to provide these services to the Village; and

WHEREAS, the Village Council approved an agreement with Step Miles, Inc. ("Step Miles") for media agency services at the February 2020 Council meeting, with a termination date of September 30, 2023; and

WHEREAS, Village staff is very satisfied with the performance of Step Miles and wishes to enter into a new agreement with the vendor for an initial term of one year and a renewal option for up to two years at a cost not to exceed \$60,000; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to enter into an agreement with Step Miles in an amount not to exceed \$60,000 on an annualized basis, with an initial term of one year, and a renewal option for two additional one-year terms.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Agreement Approved. That the agreement with Step Miles, Inc. for the provision of the media agency services for an initial one-year term and a renewal option for up to two additional years in the amount not to exceed \$60,000, is hereby approved and the Village Manager is hereby authorized to execute the agreement on behalf of the Village.

Section 3. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the Agreement

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 17th day of October, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

Agreement

This Agreement is made and entered into as of the ____ day of _____, 2023 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Step Miles, Inc., an independent contractor ("Consultant"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village desires to enter into an agreement with Consultant for the provision of these services.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Consultant agree as follows:

- I. **SCOPE OF SERVICES.** Consultant shall provide the scope of Media Agency services ("Services") set forth in Consultant's proposal ("Proposal"), incorporated herein and attached hereto as Exhibit "A."
- II. **TERM.** This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year, unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement. This Agreement may be extended for two (2) additional one-year terms under the same terms and conditions contained herein, upon mutual assent of the parties.

Either party shall have the right to terminate this Agreement, with or without cause upon forty-five (45) days prior written notice. In the event that either party elects to terminate this Agreement prior to the conclusion of the Term, the Village shall have no further obligation to Consulting following the effective date of termination.

- III. **PAYMENT.** In consideration of Consultant's completion of the Services rendered hereunder, the Village shall pay to Consultant, as provided for in the Proposal, in an amount not to exceed sixty thousand dollars (\$60,000.00) on an annual basis, billed at a monthly rate of five thousand dollars (\$5,000.00). Additional services shall not be provided without the Village's prior written approval. All Services performed shall be invoiced to the Village. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered (and referenced in the particular invoice).

IV. TERMINATION.

A. Termination for Cause.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the Agreement by the Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees.

B. Termination for Convenience of the Village.

The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective thirty (30) days following receipt by Consultant of such notice. If the Agreement is terminated for convenience by the Village, Consultant shall only be paid for any Services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Consultant

shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. INSURANCE REQUIREMENTS

Consultant shall maintain general commercial, automobile (where applicable), workers' compensation, and professional liability insurance in an amount acceptable to the Village.

Consultant shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement

	<u>Per Occurrence</u>	<u>Aggregate</u>
General Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000 combined single limit per accident	
Professional Liability	\$500,000	\$1,000,000
Workers' Compensation	Statutory Amount	

This Agreement shall not be deemed approved until the Consultant has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall be named as an additional insured via a blanket endorsement in the endorsement for commercial and automobile liability coverage. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

VI. INDEMNIFICATION.

Consultant agrees to indemnify and hold harmless the Village and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the Consultant, its officers, employees, agents, subcontractors, or any other person or entity acting under Consultant's control or supervision, arising out of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such Losses which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the Village in the defense of such claims and losses, including appeals.

The parties agree that one percent (1%) of the total compensation to Consultant for performance of the Services under this Agreement is the specific consideration from the Village to the Consultant for the Consultant's indemnity agreement. The provisions of this Section and this indemnification shall survive termination or expiration of this Agreement as to claims arising during the term of this Agreement.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

VII. ENTIRE AGREEMENT.

This Agreement, Consultant's proposal, and any warranties shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall

prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. WARRANTIES.

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

Consultant warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Consultant's profession.

Consultant shall be responsible for technical deficiency in the (Service deliverable; i.e. study, design, etc.) due to errors and omissions for two years after the date of acceptance of the Services by the Village. The Consultant shall, upon the request of the Village, promptly correct or replace all deficient work due to errors or omissions without cost to the Village.

Consultant acknowledges that the responsibilities enumerated in this Agreement (a) will not adversely affect her primary employment; (b) will not create a conflict of interest as defined by Chapter 112, Part III of the Florida Statutes.

IX. NON-EXCLUSIVITY.

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the Village to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

X. SEVERABILITY.

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this

Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

XI. ANTI-DISCRIMINATION

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

XII. SCRUTINIZED COMPANIES

- A.** Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B.** If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this

Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during this term.

- C. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

XIII. NOTICES.

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Copies To: Dwight S. Danie, Village Clerk
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Susan L. Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Consultant: Greg Moal
31 SE 5th Street, Suite 3211
Miami, FL 33131

XIV. COMPLIANCE WITH LAWS.

Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

XV. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

XVI. SURVIVAL OF TERMS.

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

XVII. GOVERNING LAWS.

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

XVIII. NO CONTINGENT 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.

XIX. WAIVER.

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

XX. FORCE MAJEURE.

Non-performance of Consultant or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

XXI. INDEPENDENT CONTRACTOR.

Consultant has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Village under this Agreement.

XXII. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

- A.** Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. 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.
- B.** 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.
- C.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Consultant's workpapers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.
- D.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by 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, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

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

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour - Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONSULTANT:
Stepmiles, Inc.
31 SE 5th Street, Suite 3211
Miami, FL 33131

VILLAGE:
Bal Harbour Village
655 Ninety-Sixth Street
Bal Harbour, FL 33154

By: _____

By: _____
Jorge M. Gonzalez, Village
Manager

Attest: _____
Dwight S. Danie
Village Clerk

Approved as to form and legal
sufficiency for the use and
reliance of the Bal Harbour
Village only.

By: _____
Village Attorney

EXHIBIT A

Strategy and planning (Oct. 1, 2023 – Sep. 30, 2024)

Planning:

- In-depth reviews of all existing and new campaigns to benefit lead generation
- Define goals and propose Key Performance Indicators
- Budget allocation, based on goals and channel potential
- Analyze competitive landscape and identify opportunities
- Ensure that event and goal (conversion) tracking are being properly implemented and measured
- Define advertising accounts structure, methodology and naming conventions

Execution and optimization:

- Recommend ad copy, creative and landing page testing scenarios
- Adjust demographics, devices, time and geo targeting bids, as well as distribution channels, based on conversion metrics
- Identify and modify keywords, ads, landing pages based on collected data

Approach, decision making and performance indicators

- Transparency:
 - All of our work is done entirely within your advertising accounts. While partnering with us, our team takes care of everything for you, while your organization keeps ownership of its Google, Facebook, Instagram and other accounts. The work we do and the accounts themselves always stay with your business - with or without us.
- Transfer of competence and collaborative decision making:
 - As we manage your campaigns, we promote transfer of competence so that your team can fully participate in the decision-making.
We take the time and set up tools that facilitate collaboration and sharing of experience and ideas.
- Performance indicators:
 - As part of our previous consulting work, we've initiated and implemented event/conversion tracking on your website. We recommend that you keep using the conversion tracking methodology we've integrated for you.
We've also proposed using Engagement Rates and Cost Per Engagement for your Social Media activities.

We strongly recommend that you keep using and continue reporting on the indicators we've integrated for you. Previously used metrics, such as impressions alone, were not providing valuable data which is sufficient to help you make smarter advertising decisions.

Recommended and available channels

- Based on budget and experience with the Village existing campaigns, we recommend that the omni-channel approach includes the Google Ads and Meta Ads networks. Other networks and bid management platforms would be a disservice to testing and validation operations in the selected timeframe. We believe that the Village should collect data, test and optimize campaigns utilizing the most prominent and fraud-free ad networks mentioned above before engaging with other providers.
- A portion of the budget should be dedicated to augmenting organic Social Media engagements with advertising, instead of running concurrent campaigns, the results of which dissipate when campaigns are stopped.
- Stepmiles can, however, propose, manage and has strong experience with other programmatic, display, search, social networks and management platforms, including but not limited to all industry leaders such as: Google's Campaign Manager, Bing Ads, Twitter, LinkedIn, The Trade Desk, Kenshoo and Marin Software.

Reporting and insights

Stepmiles unifies all reporting data into real-time, always-on data visualization tools, such as Google Data Studio and Tableau.

Some of the benefits of our reporting approach:

- Connect organic, paid, social, email marketing, call-tracking and other digital media analytics metrics into dashboards designed specifically with your business goals in mind
- You don't have to wait for your agency to create a PDF, PowerPoint or Excel spreadsheet – your data is available and up-to-date, at all times
- Human reporting errors are eradicated. Your reports are connected directly to your advertising and organic platforms
- Our reports are interactive, some of their dimensions and metrics can be broken-down instantly to deliver even more insights

Our Team

We craft search, social and display solutions that work. While matching your unique KPI goals with the most effective media mix for your business model, we achieve our mission – to help you reach your full potential and improve stakeholder satisfaction.

What's vital to success and many agencies lack today is deep specialization. Want to build a competitive advantage? With over 35+ years of collective experience in digital marketing and technology, our team is a strong asset for your organization. From potent search, social and display strategies to tech enablement and business intelligence, you gain a competitive edge and more business value from all of your marketing efforts when partnering with Stepmiles.



Greg Moal

Position: CEO
Experience: 20 Years

With over 20 years of proven success in the digital marketing and technology space, Greg Moal has created a reputation for himself as a trusted, go-to expert for organizations, helping them uncover simple, effective solutions to complex challenges, and reach the next levels of performance.

As founder/CEO of Step Miles Inc, Greg is currently focused on driving efficiencies and setting high standards across all digital channels for business, including local clients such as Bal Harbour Shops and Mount Sinai Medical Center.

Prior to Step Miles, he has helped grow some of the leading software, IT consulting and telecom companies in USA and Europe i.e. Peregrine Systems, Orange Telecom, Vivendi Universal, and Deutsche Bank. In addition, Greg has helped build the digital arms of several traditional media ad agencies.



Milena Macaione

Position: PM
Experience: 15 Years
Certifications: Google Search Ads, Ads 360, Shopping, Display, Analytics

Milena is a KPI-driven digital marketer, successful at driving profit and value for organizations holistically, across channels: Paid Search (SEM / PPC), Display and Social Media. She is a strategic thinker with project management oversight. Trained/certified in Google Search Ads, 360, Shopping, Display, Analytics, YouTube, Bing/Yahoo, Marin, Kenshoo, Adobe DSP, Facebook, Instagram, Twitter, more.

Milena has led the strategy, execution and KPI goal achievement of high-profile digital marketing campaigns with up to multi-million dollar monthly spend for diverse local, as well as global brands, including PayPal/Xoom, YP/The Real Yellow Pages, Dun & Bradstreet, TIBCO Software. Prior to Step Miles, she has been in charge of Paid Search and Media for prominent agencies such as Omnicom Media Group, RAPP, Doremus.

Milena is an F.I.U. Alumna, with B.A. in Marketing Management followed by Stanford University, Strategic Decision & Risk Management Program training. She speaks 4 languages.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN BAL HARBOUR VILLAGE, THE TOWN OF SURFSIDE, AND THE TOWN OF BAY HARBOR ISLANDS TO FUND A POLICE SCHOOL RESOURCE OFFICER AT RUTH K. BROAD K-8 CENTER, AT AN ANNUAL COST NOT TO EXCEED TWENTY-ONE THOUSAND AND SEVEN DOLLARS AND THIRTY-THREE CENTS (\$21,007.33).

Issue:

Shall Bal Harbour Village enter into a Memorandum of Understanding with the Towns of Surfside and Bay Harbor Islands to fund a second Police Officer at Ruth K. Broad K-8?

The Bal Harbour Experience:

Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

The health, safety and welfare of the children in our community is a priority, and the Village has been able to proactively augment services at our local public school in a number of ways over the past several years along with our neighboring municipalities and the Miami-Dade County Public Schools (MDCPS). Since 2018, Bal Harbour Village, has collectively shared in the cost of funding a School Resource Police Officer at Ruth K. Broad K-8 Center. For the 2022-2023 school year, the MDCPS provided one School Resource Officer and Bal Harbour, Surfside and Bay Harbor Islands shared in the cost of fully funding a second Police Officer. The full cost of this second Police Officer was \$63,021.99 with each municipality paying a third of the cost at \$21,007.33. Approval of this Resolution provides for the funding by Bal Harbour Village of \$21,007.33 for the Police Officer for the 2023-2024 school year, with the Towns of Bay Harbor Islands and Surfside also each funding this position at \$21,007.03.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	\$21,007.33	Management Expense - Legislative	01-11-504901

Sign off:

Assistant Village Manager	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Claudia Dixon	Jorge M. Gonzalez
		

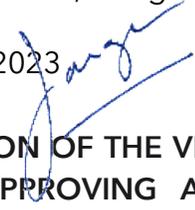
BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: October 17, 2023 

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN BAL HARBOUR VILLAGE, THE TOWN OF SURFSIDE, AND THE TOWN OF BAY HARBOR ISLANDS TO FUND A POLICE SCHOOL RESOURCE OFFICER AT RUTH K. BROAD K-8 CENTER, AT AN ANNUAL COST NOT TO EXCEED TWENTY-ONE THOUSAND AND SEVEN DOLLARS AND THIRTY-THREE CENTS (\$21,007.33); PROVIDING FOR IMPLEMENTATION, PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Florida Statutes, Section 1006.12, requires a "safe-school officer" at each public school in Florida. In November 2018, Miami-Dade County voters approved, by an overwhelming majority, an additional 0.75 mills of ad valorem taxes to be levied and paid to the Miami-Dade County Public Schools (MDCPS) to use for operational expenses, including the increase and support of school safety and security personnel. This referendum sunset on June 30, 2023. An additional referendum was placed on the November 8, 2022 ballot in Miami-Dade County asking voters to approve a levy for an additional millage of up to 0.1 mills of ad valorem taxes paid to MDCPS so they can continue to fund operational expenses, including school safety and security personnel at all public and charter schools in Miami-Dade County.

Since 2018, Bal Harbour Village, along with the Towns of Bay Harbor Islands and Surfside have collectively shared in the cost of funding a School Resource Police Officer from the Town of Bay Harbor Islands at Ruth K. Broad K-8 Center. This Officer was present at the school during school hours, with MDCPS providing a \$30,000 reimbursement for this cost.

For the 2022-2023 school year, staff from Bal Harbour, Bay Harbor Islands and Surfside met with staff from the MDCPS. The MDCPS agreed to fully fund the cost of one School Resource Police Officer from the MDCPS Police Department for the 2022-2023 School year beginning on August 17, 2022. In addition, Bal Harbour Village, along with the Towns of Bay Harbor Islands and Surfside, agreed to continue to fully fund a second Police Officer

from the Town of Bay Harbor Islands that would be present along with the Police Officer from the MDCPS for the 2022-2023 school year. The total cost to fund this second Police Officer was \$63,022.00 and was divided equally amongst the three municipalities, results in a cost of approximately \$21,007.33 for each of the three municipalities. The Bal Harbour Village Council approved a Resolution to fund this amount for the 2022-2023 school year.

Approval of this Resolution would provide funding at the existing levels for the 2023-2024 school year.

ANALYSIS

At the May 17, 2022 Village Council meeting, Councilman Sklar had placed a Discussion Item to discuss funding a second Police Officer at Ruth K. Broad K-8 Center. During this Discussion Item, then-Councilman Freimark asked that we provide data regarding the enrollment of Bal Harbour Village residents who attend Ruth K. Broad K-8 Center. The most current full-time enrollment (FTE) reported a total of 1,290 students who attend Ruth K. Broad, of which a total of 105 students registered with a Bal Harbour Village residential address (8% of the enrolled FTE student population).

Having two School Resource Police Officers present at Ruth K. Broad K-8 Center during school hours Monday through Friday has proven to be beneficial to the school as well as the surrounding community.

THE BAL HARBOUR EXPERIENCE

Ensuring Safety in our community is one of the main elements of *The Bal Harbour Experience* and approval of this item helps support the Village's efforts in this area by augmenting the police services provided by the MDCPS and providing an additional municipal police officer in our community local public school.

CONCLUSION

The Approval of this Resolution is recommended as the health, safety and welfare of the children in our community is a priority, and the Village has been able to proactively augment services at our local public school in a number of ways over the past several years in partnership with our neighboring municipalities and the Miami-Dade County Public Schools (MDCPS).

Attachments:

1. Memorandum of Understanding (MOU) between Bal Harbour Village, and the Towns of Bay Harbor Islands and Surfside

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN BAL HARBOUR VILLAGE, THE TOWN OF SURFSIDE, AND THE TOWN OF BAY HARBOR ISLAND TO FUND A POLICE SCHOOL RESOURCE OFFICER AT RUTH K. BROAD K-8 CENTER, AT AN ANNUAL COST NOT TO EXCEED TWENTY-ONE THOUSAND AND SEVEN DOLLARS AND THIRTY-THREE CENTS (\$21,007.33); PROVIDING FOR IMPLEMENTATION, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bal Harbour Village ("Village"), the Town of Surfside ("Surfside") and the Town of Bay Harbor Islands ("Bay Harbor") are municipalities located within Miami-Dade County that border each other; and

WHEREAS, children who are residents of the Village, Surfside and Bay Harbor attend Ruth K. Broad K-8 Center School ("School") which is located in Bay Harbor; and

WHEREAS, since 2018, the Village, Surfside and Bay Harbour have collectively and equally shared the excess costs of funding one School Resource Police Officer ("Resource Officer") at the School during school hours, with the Miami-Dade Public Schools ("MDCPS"), which provided a \$30,000 reimbursement for this cost; and

WHEREAS, for the 2022-23 school year, MDCPS agreed to fully fund the cost of one Resource Officer; and the Village, Surfside and Bay Harbor agree to fully fund a second Resource Officer from the Town of Bay Harbour Island to be present at the School along with the Resource Officer from MDCPS; and

WHEREAS, for the 2023-24 school year, the three municipalities wish to continue funding for the second Officer at a cost of \$63,022.00, to be divided equally among the three municipalities, resulting in a cost of approximately \$21,007.33; and

WHEREAS, this Council has determined that it is in the best interest of the Village to approve the Memorandum of Understanding between the Village, Surfside and Bay Harbor, providing for an equal share of the cost of a second Resource Officer.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above stated recitals are hereby adopted and confirmed.

Section 2. MOU Approved. That the MOU between the Village, Surfside and Bay Harbor, providing for an equal share of the cost of the second Resource Officer, is hereby approved and the Village Manager is hereby authorized to execute the agreement on behalf of the Village.

Section 3. Implementation. That the Village Manager is hereby authorized to take any and all action necessary to implement the purposes of the Resolution.

Section 4. Effective Date. That this Resolution shall take effect immediately upon adoption hereof.

PASSED AND ADOPTED this 17th day of October, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF SURFSIDE, THE
VILLAGE OF BAL HARBOUR, AND THE TOWN
OF BAY HARBOR ISLANDS**

This Memorandum of Understanding (“MOU”) is entered into this _____ day of _____, 2023 by and between The Town of Surfside (“Surfside”), The Village of Bal Harbour (“Bal Harbour”) and the Town of Bay Harbor Islands (“Bay Harbor Islands”). Surfside, Bal Harbour, and Bay Harbor Islands are collectively referred to as the "Parties" and individually as a “Party.”

WHEREAS, Surfside, Bal Harbour, and Bay Harbor Islands are municipalities located within Miami-Dade County that border each other; and

WHEREAS, children who are residents of Surfside, Bal Harbour, and Bay Harbor Islands attend Ruth K. Broad K-8 Center School (“School”) which is located in Bay Harbor Islands; and

WHEREAS, Bay Harbor Islands intends to execute a Memorandum of Understanding with the Miami-Dade County School Board (“School Board”) in which the School Board will provide their own School Resource Officer (“SRO”) at Ruth K. Broad; and

WHEREAS, in addition to the School Board’s assigned SRO, the Town of Bay Harbor Islands will provide an additional SRO at Ruth K. Broad that will serve to further protect the safety of the children who reside within Surfside, Bal Harbour, and Bay Harbor Islands; and

WHEREAS, the Parties understand and agree that the cost of the Town of Bay Harbor Island’s appointed Resource Officer will be approximately \$63,022.00, per year; and

WHEREAS, the Parties wish to equally share the cost of the Town appointed SRO. The equal share of the cost is \$21,007.33 for each of the parties (municipalities) involved; and

WHEREAS, the Parties find that the adoption of this Memorandum of Understanding is in the best interest of the residents of Surfside, Bal Harbour, and Bay Harbor Islands.

NOW, THEREFORE, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Parties agree to equally share the Excess Cost of the Resource Officer. ¹
3. Within thirty (30) days after the end of the school year, Bay Harbor Islands shall prepare and send Surfside and Bal Harbour an invoice identifying the hours worked by the Resource Officer, the total cost of the Resource Officer, and each Party’s equal share of the Cost (“Invoice”).

¹ The anticipated Town appointed Resource Officer expense is \$63,022.00 divided by 3 (Bay Harbor / Bal Harbour / Surfside) equals \$21,007.33 each.

4. Bal Harbour and Surfside’s obligations under this MOU are solely limited to their financial contribution of approximately \$21,007.33 each. Nothing in this agreement permits, and Bal Harbour and Surfside do not have the ability to exercise, any control over any aspect of the employment, duties, tasks, responsibilities, operations, actions or inactions of any Resource Officer(s) employed by Bay Harbor Islands. Under no circumstance shall this MOU provide the basis for any claim that: a) the Town appointed Resource Officer is an employee or agent of Bal Harbour or Surfside; or b) Bal Harbour or Surfside are a “joint employer” of the Town appointed Resource Officer or are in any way responsible for the actions or inactions of the Town appointed Resource Officer. Bay Harbor Islands shall be solely responsible for the employment of the Town’s appointed Resource Officer and payment of salary, wages, and fringe benefits, if any, to the Town appointed Resource Officer. Bay Harbor Islands shall be solely responsible for any employment-based claims made by the Town appointed Resource Officer, including claims for the payment of salary, wages, fringe benefits, and for unlawful termination, and for any claims based on the employee’s actions or inactions. Under no circumstance shall this MOU provide the basis for any Party to make a claim against any other Party for indemnification.

5. The Parties agree that this MOU represents the Parties' entire agreement and it cannot be amended or modified without the express consent of the Parties.

6. The Parties have had the opportunity to consult with legal counsel of their choosing.

7. The Parties signify their agreement with this MOU by affixing their signatures below.

8. This MOU shall become effective the date on which it is fully ratified by the Parties (“Effective Date”). The term of this MOU shall run concurrently with the term of Bay Harbor Island’s Memorandum of Understanding with the School Board, a copy of which is attached hereto as Exhibit “A.”

Town of Bay Harbor Islands, Florida

By: _____

Date: _____

Town of Surfside, Florida

By: _____

Date: _____

Village of Bal Harbour, Florida

By: _____

Date: _____

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE AMENDING CHAPTER 6 "BUILDINGS AND BUILDING REGULATIONS" OF THE CODE OF ORDINANCES TO UPDATE AND STRENGTHEN DEMOLITION REQUIREMENTS AND STANDARDS FOR CONSTRUCTION SITE OPERATIONS.

Issue:

Shall the Village Council adopt the Ordinance amending the Village's demolition requirements and standards?

The Bal Harbour Experience:

Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

The Village routinely reviews its Code to identify where improvements can be made to ensure a better quality of life for the residents of the Village. At the July 18, 2023 Council Meeting, during discussions on the demolition work at the former Carlton Terrace, concerns were raised about the demolition process and overall safety of the residents during demolition activities. Following these concerns, at the urging of Councilman Sklar, the Village Council directed the Administration to identify best practices on demolitions and present recommended enhancements to the Village Code.

Accordingly, the Administration identified improvements to Article V of Chapter 6 of the Village Code (the "Demolition Ordinance") that could be made to improve the process and protections for the community. The Administration also identified the need to create a new section to more extensively govern "Construction Site Operations" in Article VII of Chapter 6. This Ordinance was presented in First Reading at the September 19, 2023, Village Council Meeting and Local Planning Agency. The proposed Ordinance was approved 5-0 on First Reading.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Building Official	Chief Financial Officer	Village Manager
Eliezer Palacio	Claudia Dixon	Jorge M. Gonzalez
		

BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: October 17, 2023

SUBJECT: **AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 6 "BUILDINGS AND BUILDING REGULATIONS" OF THE CODE OF ORDINANCES TO UPDATE AND STRENGTHEN DEMOLITION REQUIREMENTS AND STANDARDS FOR CONSTRUCTION SITE OPERATIONS; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Ordinance.

BACKGROUND

The Village routinely reviews its Code to identify where improvements can be made to ensure a better quality of life for the residents of the Village. At the Council meeting of July 18, 2023 Village Council meeting during discussions on the demolition work at the former Carlton Terrace, concerns were raised about the demolition process and overall safety of the residents during demolition activities. Following these concerns, at the urging of Councilman Sklar, the Village Council directed the Administration to identify best practices on demolitions and present recommended enhancements with amendments to the Village Code. Accordingly, the Administration identified improvements to Article V of Chapter 6 of the Village Code (the "Demolition Ordinance") that could be made to improve the process and protections for the community. The Administration also identified the need to create a new section to more extensively govern "Construction Site Operations" in Article VII of Chapter 6. These amendments have been prepared for your consideration and are presented in detail. This Ordinance was presented to the Village Council on First Reading at the September 19, 2023 Village Council. The Ordinance passed 5-0 in First Reading.

ANALYSIS

Staff reviewed the Demolition Ordinance and related sections of the Code and determined that the following amendments should be made to clarify processes and standard requirements and assure that safety concerns are being addressed:

1. *Demolition Plan and Permit*

The Code already requires the submittal of a demolition plan in order to obtain a demolition permit, but this section needs to be strengthened so that the plan addresses all of the important issues. The proposed amendment distinguishes a demolition plan for multifamily dwellings and nonresidential buildings from a demolition plan for a single-family dwelling, so that more stringent documentation can be required of the former and not the latter. The one exception to this approach is that the current Code limit of 100 working days is modified to match all other permit timeframes, which are measured in calendar days, for single-family dwellings. The amendment also provides a 180-day limit for multifamily dwellings and nonresidential development, as experience has shown that 100 days is not a realistic limitation for other kinds of development. The timing for those projects will be driven by the approved demolition plan and permit as well as the validity of the demolition permit and any extensions to it.

All demolition plans must address what actions will be taken in the demolition process in the event of a natural disaster. In the event any demolition is expected to affect traffic, the Chief of Police is authorized to require the hiring of off-duty police.

The proposed amendment codifies and elaborates on the Building Code requirement to obtain a demolition permit prior to commencing a demolition. An application for a demolition permit must include a site management plan, proof of notice to property owners within 300 feet of the demolition site, proof of rodent control and the methods to control mosquitos and other nuisances, fencing of the demolition site, and proof of removal of A/C systems if applicable. At the discretion of the Building Official and for anything other than single-family dwellings, additional requirements may include a safety plan, seismic monitoring, engineering demolition plan, and an onsite structural inspector. The Building Official would also be authorized to impose additional requirements based on the complexity of the demolition.

All demolitions must be dust controlled, comply with the Village's noise ordinance, maintain all equipment used on-site unless an alternative location is approved by the Village, comply with the NPDES permit and related requirements, and comply with any other requirement imposed by the Village Manager or designee.

The amendment also codifies the existing process for appealing the Building Official's decision relating to a demolition permit.

2. *Regrading and Revegetation plan*

The Code also currently requires a regrading and revegetation plan, and the proposed amendment again takes the existing requirement and strengthens it. It requires the submittal of a regrading and revegetation plan if an entire building is demolished and a building permit for principal structure is not issued or construction has not commenced within a certain timeframe.

The Code will continue to require the posting of a bond or cash equivalent in favor of the Village to ensure that a regrading and revegetation plan is executed if needed. The language regarding code enforcement action for failure by the property owner or permit holder to comply is streamlined and updated, and the option for the Village to perform the work at the violator's expense is preserved.

3. *Property Maintenance Standards*

The existing requirement for temporary bathroom facilities to be concealed is strengthened under the proposed amendment.

Within 30 days of demolition of an existing structure, the construction site must be sodded and properly maintained, until such time as a construction fence is erected and construction activity begins.

The proposed amendment requires compliance with section 8-16 of the County Code in the event of a tropical storm watch or hurricane watch.

4. *Construction Site Operations*

The proposed amendment creates a new section to govern construction site operations, both during demolition and other kinds of construction. It addresses conditions within a demolition site that pose a danger to off-site individuals when emergency weather conditions are present. Definitions for the terms "construction site" and "secure" are provided.

Temporary construction fences are required to avoid eyesores and prevent debris from escaping the construction site. The amendment provides requirements for the installation of the fence, including materials used for the construction of the fence as well as the need for a fence permit.

In addition, staging plans are required for all construction projects involving the use of a trash or materials container or portable toilet. The staging plan must provide for parking for construction workers, traffic routes and detours to and from the construction site, delivery and location of cranes, delivery and storage of materials, the use of state-certified flaggers or off-duty police, location detail for construction fencing and signs, and the use and number of temporary construction trailers.

Staging plans must also provide detail on the proposed right-of-way, measures for pedestrian safety and pedestrian paths, location of construction dumpsters, and address any other issue related to the construction site.

The proposed amendment mandates routine actions on the job site in order to ensure proper maintenance. Such actions include sweeping the public roads affected by the construction site, picking up and disposal of litter, washing any street signs or public

facilities affected by dust or debris from the construction site, properly stacking construction materials, watering exposed loose earth, and compliance with any additional job site maintenance requirements. Job site security is required to prevent unauthorized access between the hours of 5:30 p.m. to 8:30 a.m.

Vehicles used by construction workers to commute to and from the job site must be parked on the construction site, unless another location is approved by the Village Manager or designee.

Any construction vehicles or equipment involved in construction at a Construction Site which block a public roadway or right-of-way require a Village right-of-way use permit and approval, with appropriate conditions, issued by the Village Manager or designee, 72 hours in advance of any such activities which impact a public right-of-way.

A failure to satisfy any of the requirements for construction site operations constitutes a violation of the Village Code which is subject to Code Enforcement action under Chapter 2, Article V of the Village Code.

The Civic Association reviewed this proposed Ordinance at their last meeting and provided comments. In reviewing and discussing these comments, it has been concluded that the issues raised are mostly covered under this or other Bal Harbour Village Ordinances and therefore no changes to the ordinance were required. In preparing the ordinance for second reading, any typos identified have been corrected for second reading and adoption, as depicted in double strikethrough and double underline font.

THE BAL HARBOUR EXPERIENCE

By amending the Village Code, the Village would continue to “implement smart policies and strategic solutions to address the challenges of today and to ensure that we remain a Resilient and Sustainable community able to protect our future.” In addition, passage of this Ordinance supports the pillar of ensuring safety of the public in Bal Harbour Village.

CONCLUSION

It is recommended that the Village Council adopt the proposed Ordinance on Second Reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 6 "BUILDINGS AND BUILDING REGULATIONS" OF THE CODE OF ORDINANCES TO UPDATE AND STRENGTHEN DEMOLITION REQUIREMENTS AND STANDARDS FOR CONSTRUCTION SITE OPERATIONS; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, Bal Harbour Village adopted its first version of Chapter 6, "Buildings and Building Regulations" in the Village Code of Ordinances in 1974; and

WHEREAS, the Village Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper development of lands within the Village, and amends its Code accordingly; and

WHEREAS, at the July 18, 2023 Village Council meeting, the Council discussed the demolition process under the Code and directed the Administration to review and identify possible improvements to these requirements to protect public safety and assure the compatibility of construction sites with the community; and

WHEREAS, the Village's Local Planning Agency (LPA) and Village Council held duly advertised public hearings to consider the proposed modifications to the Village's Code.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA:

Section 1: Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2: Village Code Amended - Chapter 6. That the Bal Harbour Village Code is hereby amended to modify Chapter 6 "Buildings and Building

Regulations” by amending Article V, “Demolition of Structures”; and by amending and creating a new section of Article VII of Chapter 6 “Construction Site Operations”, as more fully set forth herein.

Chapter 6 - BUILDINGS AND BUILDING REGULATIONS

* * *

ARTICLE V. - DEMOLITION OF STRUCTURES

* * *

Sec. 6-142. - Demolition plan and permit required.

(a) Demolition Plan. The demolition plan shall include:

(1) Description.

a. For single family dwellings, a written description and/or graphic display of the buildings and/or portions of buildings to be demolished, and (2) A description of the means of demolition to be utilized.

b. For multifamily dwellings and nonresidential development, a written description and graphic display of the buildings or portions of buildings to be demolished, including signed and sealed design drawings by a structural engineer, detailing the proposed methodology, means, method and safety plan of demolition.

~~(3)~~ The expected date for demolition to begin, and (4) The estimated number of days necessary to complete the demolition and remove the resulting debris.

(3) The actual time of demolition, cleanup and, where applicable, regrading and revegetation of single family dwellings shall not exceed 100 working days, exclusive of Saturdays, Sundays and holidays. Such time shall not exceed 180 days for multifamily dwellings and nonresidential development.

(4) A plan to address hurricanes or other weather emergencies. The plan shall require that if a tropical storm watch or hurricane watch is issued for the village, then the owner of the property shall comply with the requirements of Section 8-16 of the Miami-Dade County Code of Ordinances, and the hurricane plan shall be implemented.

(5) Use of off-duty police to control demolition-related traffic may be required by the Chief of Police or designee.

(b) Demolition Permit. No demolition may occur without first obtaining a demolition permit. An application for a demolition permit must address all of the following items to the satisfaction of the Building Official prior to the issuance of the demolition permit:

(1) A site management plan that includes: a plan for the demolition of the structure(s); the location of utilities; location of temporary bathroom facilities; tree identification and disposition; site grading; pedestrian protection (if applicable - when sidewalks exist); adjoining property protection; dust control; runoff control, including but not limited to, a gravel bed at the entry to the site; fencing and screening; site security; and a demolition schedule.

(2) Proof of written notice to the owners of properties located within 300 feet of the site, advising them that the demolition is to occur, postmarked at least ten (10) days prior to the start of demolition.

(3) Proof of rodent control at the site provided by a licensed professional company, and of methods of control of mosquitos or other nuisances.

(4) Fencing:

(a) Issuance of a fence permit to enclose the demolition site on all sides with a temporary six-foot chain link fence with screening material,

(b) installation and inspection of the fence,

(c) close-out of the fence permit by the building department.

(5) Proof that A/C systems have been evacuated to avoid Freon leaking into the atmosphere (when applicable).

(6) If required by the Building Official, any or all of the following may be required for demolition of anything other than single family dwellings: safety plan, seismic monitoring, engineered demolition plan, and onsite structural inspector.

(7) Any additional documents that may be required by the building department including, but not limited to, a survey of the property, letter of disconnect from FPL, water and sewer capping, letter of disconnect from gas company (when applicable), and approval of outside agencies (when applicable) such as the department of regulatory and economic resources (for asbestos, when applicable), department of health, or department of environmental protection.

(c) Additional requirements for demolitions.

(1) All demolition sites shall be dust controlled, throughout the hours of operation.

(2) All demolition sites shall comply with the village's noise ordinance and hours of construction. No demolition activity is permitted on Saturdays, Sundays or those holidays specified in Section 11-31(b) of the Code.

(3) All equipment used during demolition must be contained within the site, unless the village manager or designee approves an alternative location within the village.

(4) Compliance with the NPDES permit and related village requirements.

(5) The village manager or designee may require other documentation or impose additional requirements for any demolition in a particular site.

(d) Appeals. The Building Official's decision pertaining to a demolition permit may be appealed to the Miami-Dade County Board of Rules and Appeals ("BORA"). In the event BORA denies jurisdiction to consider the appeal, such appeal may be made to the appropriate court with jurisdiction.

Sec. 6-143. - Regrading and revegetation plan. If the proposed demolition will remove an entire building or any portion thereof, and (i) a building permit for a principal structure is not issued within 30 ~~calendar~~ days of completion of demolition or (ii) construction does not commence within 45 ~~calendar~~ days of completion of demolition (or such alternative timeframe approved by the building official as reasonable to the circumstances), then the applicant for a demolition permit shall also submit a regrading and revegetation plan prepared by a registered landscape architect. This plan shall include:

(1) A regrading plan providing for the regrading of the site so that it will be generally smooth and level so that there are no dropoffs, holes or other features which might pose a safety hazard or threaten to damage adjacent Property or any areas likely to hold standing water that might pose a potential health or safety hazard.

(2) A revegetation plan providing that the site shall be revegetated by being properly treated with topsoil, sprigged or sodded with a lawn grass commonly used in Miami-Dade County, and maintained until growth is self-sustaining. If the demolition site is beachfront property and the ~~Village~~ Building Official determines that portions of the site are not suitable for revegetation with any of the lawn grasses commonly used in Miami-Dade County, then the ~~Village~~ Building Official

may approve revegetation of those portions of the demolition site with plants from the following list:

<i>Scientific Name</i>	<i>Common Name</i>
Cakile	Sea rocket
Hetrotheca subaxillaris	Camphorweed
Ipomoea pes-carprae	Railroad vine/beach morning glory
Panicum amarularum	Dune panic grass
Paspalum vaginatum	Salt jointgrass
Scaevola plumieri	Inkberry
Sesuvium portulacastrum	Sea purslane
Smilax spp.	Bamboo vine
	Horsebriar
	Greenbriar
Spartina patens	Saltmeadow cordgrass
Uniola planiculata	Sea oats

or any other plants certified by a registered landscape architect as being equivalent to the species listed in this subsection. These plants shall also be maintained until they become self-sustaining.

(3) A Written estimate, certified by a registered landscape architect, specifying the cost of implementing the regrading and revegetation plans.

(4) The estimated number of days necessary to complete the implementation of the regrading and revegetation plan. This time, other than the maintenance period necessary to achieve self-sustained growth, shall not exceed ninety (90) days from the date demolition is begun.

Sec. 6-144. - Regrading and revegetation bond. The applicant shall post a surety bond or cash equivalent performance bond running to the Village equal to 150 percent of the estimated cost of implementing the regrading and revegetation plans, to ensure the regrading and revegetation of the Property within the time required by this Article and otherwise to protect the Village against any costs which it may incur for the subsequent revegetation of the Property if the Owner or permit holder fails to complete revegetation within the time required by this Article.

Sec. 6-145. - Failure to regrade and revegetate site.

(a) ~~Notice of violation.~~ If the Owner or permit holder fails to properly regrade and revegetate the Property within the time set forth in this Article, then they shall be subject to code enforcement pursuant to Chapter 2, Article V of the Code. ~~it shall be the duty of the Village Building Official to give written notice by registered mail~~

~~to the permit holder and the Owner, as listed in the most recent property tax records of Metropolitan Dade County, to remedy this condition within ten days after service of such notice or within such longer time as may be specified in the notice. The notice shall be in substantially the following form:~~

~~Date: _____~~

~~Name of Owner (permit holder): _____~~

~~Address of Owner (permit holder): _____~~

~~Our records indicate that you are the Owner(s) (or permit holder for) of the following described Property in Bal Harbour Village:~~

~~An inspection of this Property discloses, and the Village Building Official has found and determined, it is in such condition as to be in violation of Chapter 6, Article V of the Bal Harbour Village Code, because of your failure to properly complete demolition, regrade and revegetate the Property in accordance with the plans on file.~~

~~Chapter 6, Article V of the Bal Harbour Village Code provides that it shall be unlawful for you to permit this condition to continue, and you are hereby notified that unless this condition is remedied so as to comply with Chapter 6, Article V within ten days from the date hereof, you will forfeit your bond and Bal Harbour Village will proceed to remedy such condition. Further, if the cost of such regrading and revegetation exceeds the bond amount, such additional costs along with all costs incurred in establishing such lien shall be imposed as a special assessment lien upon this Property.~~

(b) *Performance of work by Village; payment of costs.* Upon failure of the permit holder or Owner of Property to remedy the conditions in violation of the requirements of this Article ~~within ten days after service of notice~~ as provided in this section, the Village Manager or designee is authorized to take all necessary steps to regrade and revegetate the Property utilizing the proceeds from the bond or cash equivalent. Any necessary costs incurred by the Village for that purpose in excess of the bond amount, along with all costs incurred in establishing such lien, shall be a special assessment lien upon such Property. The special assessment lien provided for shall be superior in dignity to all other liens, except those of taxes, and shall bear interest at the rate of ten percent per annum from the date that the lien is established.

* * *

ARTICLE VII. - CONSTRUCTION SITE OPERATIONS

Sec. 6-201. - Property Maintenance Standards.

(a) *Debris Control.* All properties with on-going construction activities shall maintain the premises in a neat and orderly manner. A trash enclosure, dumpster or other container shall be maintained on-site at all times. Loose debris shall be placed within the enclosure. A cover shall be maintained over such debris containers during periods when no construction activity is taking place.

(b) *Erosion and Dust Control.* In compliance with the Village's National Pollution Discharge Elimination System (NDPES) permit requirements, prior to beginning any clearing, grubbing or construction activities, as part of the building permit process, the contractor shall submit a plan detailing the location and handling of materials, soils and outlining the actions that will be taken to prohibit run-off of dirt, sand, fluids, vegetation or any other item into the Town's stormwater system or onto adjacent property. Piles of soil shall provide for a containment area to reduce run-off.

(c) *Temporary Bathroom Facilities.* Temporary Bathroom Facilities shall be placed at a location that minimizes visibility from off-site. Any such facility shall be enclosed within a decoratively fenced area, ~~(such as shadowbox, wood fencing, lattice wood panels, etc.~~ wrapped with materials that ~~to~~ effectively screen and conceal the sides and rear of the Temporary Bathroom Facility. Plywood is not acceptable nor is chain link fencing. No Temporary Bathroom Facility may be kept on a construction site unless construction activities are occurring.

(d) *Vegetation Maintenance.* Vegetation such as grass, shrubs, trees and ground covers shall be maintained in such a fashion so that the site does not appear overgrown or unkempt. Within 30 days of demolition of an existing structure, the construction site must be sodded and properly maintained, until such time as a construction fence is erected and construction activity begins.

(e) *Emergency Plan.* If a tropical storm watch or hurricane watch is issued for the Village, then the owner of the property shall comply with the requirements of Section 8-16 of the Miami-Dade County Code of Ordinances, taking all steps necessary to secure the construction site including removal or securing of objects that could become hazardous or loose.

Sec. 6-202. - Construction site operations. It is the purpose of this section to promote the public health, safety, and general welfare and to minimize public and private losses arising as a result of unauthorized access to Construction Sites, or from loose and unsecured materials at Construction Sites during emergency weather conditions, to minimize exposure and prohibit activities which may pose

a danger to persons located off the Construction Site, from debris, materials or activities carried on at the Construction Site by enacting the following regulations.

(a) Definitions. The following words or phrases when used in this section shall have the meanings ascribed to them herein:

(1) Construction site means all sites where new construction, renovations, or additions take place, other than just interior work that is not visible to the exterior of the premises, and any construction that shall include excavation or exposure of the interior of an existing structure. A construction site shall not include paving or repaving of a driveway, or other re-surfacing or minor interior renovations or construction that is not exposed to the elements.

(2) Secure, in reference to items, means fastening down or removing all hazardous objects, including but not limited to, construction shacks, temporary toilets, roofing tile, building materials, trash, forms, insecure structures, and temporary electric service poles. The term "secure" as applied to construction site access, includes protecting the construction site, during the hours described herein in paragraph (e), by way of locked fence surrounding the perimeter of the site, or the provision of security, or both.

(b) Temporary construction fence. Temporary construction fences are required on Construction Sites as specified below in order to avoid visual nuisances, and to prevent litter and debris from blowing or spilling outside of the construction site.

(1) Required. A temporary construction fence will be required for all construction that has a temporary toilet or construction debris or material container. Work on pools, pool installations or substantial renovations also requires a temporary construction fence at all times to avoid health and safety hazards.

(2) Installation. A temporary construction fence screening the Construction Site and enclosing the entire property shall be erected and maintained in good order at all times. Temporary construction fences shall be installed only within the platted lots, parcels or tracts, and shall not be installed within road rights-of-way shown on the recorded plats. The temporary construction fence shall be erected and completely in place as a requirement for the issuance of a building permit and prior to the beginning of construction activities.

(3) Materials.

a. Single Family. The temporary construction fence for single family dwellings may be six feet of chain link fence with a screening material attached to visually screen and minimize impact to neighboring properties which may be affected by Construction Site dust and debris, or may comply with the materials standards for other construction.

b. Other construction. The temporary construction fence for other construction shall be at least six feet of solid wood construction covered with laminate or wrap, completely concealing the view of the construction from the right of way, with a rolling gate. The fence may be embellished with graphics in accordance with Chapter 15, the Village sign code. The silt fence shall be installed inside of the wood fence as required for the NPDES permit.

(4) Permit. A fence permit is required to be issued for the temporary construction fence, and the fence must be installed, and a final inspection approved prior to the issuance of a building permit.

(c) Construction staging plan. Staging plans shall be required for all construction projects involving the use of a trash or materials container or portable toilet. The owner, occupant or user of any Construction Site shall be required to present the staging plan to the village manager or designee for approval prior to the issuance of a building permit. The staging plan shall include, but shall not be limited to, the following elements:

(1) Parking for construction workers, which must be onsite or contracted with an offsite legal parking location.

(2) General traffic and detours including specific routes to and from the Construction Site.

(3) Delivery and location of cranes.

(4) Delivery and storage of materials, which must be to a designated delivery area adjacent to the property, as approved by the village manager or designee, coordinated and scheduled so that they can be accommodated in the designated area.

(5) Use of state certified flaggers or off-duty police officers. Off-duty police officers will be required for the following activities: a complete street closure or concrete pour lasting more than one hour, when cranes are delivered and set-up and when they are being removed from the construction site, and any other activity as may

be required by the village manager or designee. Certified flaggers may be used for normal deliveries and brief single lane closures.

(6) Location and detail for construction fencing with visual/dust barrier.

(7) Location and detail for construction signs, which must display an emergency contact and conform to Chapter 15, the Village sign code.

(8) Temporary construction trailer, with approval required by the village manager or designee, provided that:

a. The location of any trailer provides for safe and efficient completion of the project with minimal disruption to existing residents, businesses, parking or traffic flows, and to ensure that public services and facilities are available.

b. No more than one trailer is permitted per Construction Site for a Single Family dwelling. The number of trailers permitted for other construction shall be as approved by the Building Official.

c. No trailer may exceed one story, or exceed 12 feet in height above grade.

d. No trailer may exceed 530 square feet in size.

e. The location of the trailer shall be approved by the village manager or designee to minimize the impact on neighboring properties.

f. The trailer and all related temporary facilities shall be removed from the Construction Site prior to the issuance of a certificate of occupancy.

g. Construction trailers are permitted to be located on a neighboring staging area if proof is submitted that the property owner agrees to its proposed location.

(9) Proposed use of right-of-way.

(10) Provision for pedestrian safety and pedestrian paths.

(11) Location of construction dumpsters and temporary bathroom facilities, as approved by the village manager or designee.

(12) Any other issues which may uniquely relate to a particular Construction Site.

The construction staging plan shall be presented in the form of site plans, location maps, critical path diagrams, and explanatory commentary. The building department will coordinate the review of the construction staging plan with the public works department, village engineer, police department, building official, village planner, code compliance department and village manager's office. No permit shall be issued on a construction project which requires a construction staging plan until such plan has been approved by all the appropriate departments. A pre-construction meeting may be required by the building official.

(d) Job site maintenance. The owner, occupant or user of a Construction Site shall complete job site maintenance, on a daily basis, prior to the conclusion of each day's work. Daily job site maintenance shall include the following:

(1) Sweeping of public roadways which are directly affected by Construction Site dust, debris or activities.

(2) Pick up and disposal of litter at or generated by the Construction Site.

(3) Washing down of any street signs or public facilities which are impacted by dust or debris from the construction activity.

(4) Stacking of construction materials in a manner which assures that the materials and the material packaging shall not fall or be transported into any canals, drainage facilities or other water bodies in the vicinity of adjacent to the Construction Site.

(5) Watering of exposed loose earth at the site so as to minimize off-site transport of particulate matter.

(6) Compliance with additional job site maintenance components which are described in an applicable construction staging plan for the Construction Site.

(e) Job site security. The owner, occupant or user of a construction site shall Secure the Construction Site from unauthorized access between the hours of 5:30 p.m. and 8:30 a.m. of the next day by the use of a locked fence or security or both, assuming construction activities are occurring during the day. In the event that a tropical storm watch or hurricane watch is issued, the owner, occupant or user of a Construction Site shall comply with the requirements of section 8-16 of the Miami-Dade County Code, by taking all steps necessary to secure the construction site, including removal or securing of objects that could become hazardous or loose.

(f) *Parking.* Motor vehicles which are used by construction workers and others involved in the construction at the site, for the purpose of commuting to and from the Construction Site, shall not be parked off of the Construction Site except in an area or location which shall be first approved in writing by the village manager or designee. Parking areas within the Construction Site are to be properly screened from public view and shall not be detrimental to the surrounding neighborhood. The village's approval shall be based on assuring that: streets or rights-of-way are not blocked; adequate parking remains for existing residences and businesses; and any impact to public parking resources is mitigated.

(g) *Public right-of-way.* Any construction vehicles or equipment involved in construction at a Construction Site which block a public roadway or right-of-way shall require a village right-of-way use permit and approval, with appropriate conditions, as issued by the village manager or designee, 72 hours in advance of any such activities which impact a public right-of-way.

(h) *Enforcement.* Failure to abide by the provisions of this section shall constitute a violation of the Code. Any owner, occupant or user of a construction site who fails to correct a violation of this section, after being given notice by the Village, shall be subject to code enforcement as provided in Chapter 2, Article V of the Code.

* * *

Section 3. 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 4. Inclusion in the Code. That it is the intention of the Village Council, and it is hereby ordained that this Ordinance shall become and be made a part of the Bal Harbour Village Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Conflict. That all Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions, or parts of

resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading for any demolition permit initially issued following adoption.

PASSED AND ADOPTED on first reading this 19th day of September, 2023.

PASSED AND ADOPTED on second reading this 17th day of October, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE A CONTINUING SERVICES AGREEMENT WITH THE CORRADINO GROUP INCORPORATED AND KIMLEY-HORN AND ASSOCIATES FOR THE PROVISION OF GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTING SERVICES, IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS.

Issue:

Should the Council approve a Resolution authorizing the Village Manager to negotiate a continuing services agreement with The Corradino Group, Inc. and Kimley-Horn and Associates for transportation planning and traffic engineering consulting services?

The Bal Harbour Experience:

- | | | |
|--|--|---|
| <input type="checkbox"/> Beautiful Environment | <input checked="" type="checkbox"/> Safety | <input checked="" type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input type="checkbox"/> Destination & Amenities | <input type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |
| <input type="checkbox"/> Other: _____ | | |

Item Summary / Recommendation:

Recently, a Request for Qualifications (RFQ), solicitation for transportation planning and traffic engineering and consulting services was conducted to secure services that best meet the needs of the Village for projects that fall within the statutory limitations for continuing services agreements under Fla. Stat. §287.055. On October 2, 2023, the Evaluation Committee conducted interviews with the two (2) qualified respondents and voted to recommend the selection of The Corradino Group, Inc., as the most qualified respondent to RFQ-2023-04 and Kimley-Horn and Associates as the second most qualified respondent.

The Village seeks to have the most qualified respondent, The Corradino Group, Inc., serve as the Village's traffic engineer to conduct the FDOT CIGP Grant study as well as on a continuing basis. Additionally, the Village also seeks to retain the services of the second ranked firm, Kimley-Horn and Associates, as a secondary firm on an as needed basis. I have reviewed the submittals from The Corradino Group, Inc. and Kimley-Horn and Associates and found both firms to possess the appropriate level of experience and expertise to best meet the needs of the Village.

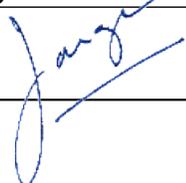
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Chief of Police	Chief Financial Officer	Village Manager
Raleigh M. Flowers, Jr.	Claudia Dixon	Jorge M. Gonzalez



BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: October 17, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONTINUING SERVICES AGREEMENT WITH THE CORRADINO GROUP INCORPORATED TO PERFORM THE COLLINS AVENUE TRAFFIC STUDY FUNDED IN PART BY THE FDOT CIGP GRANT AND FOR THE PROVISION OF GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTING SERVICES, IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONTINUING SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES FOR THE PROVISION OF GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTING SERVICES, IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

On December 8, 2021, the Bal Harbour Village's Capital Programs team submitted to the Florida Department of Transportation (FDOT) a County Incentive Grant Program (CIGP) application. The grant application requires that the Village match the grant at a minimum of twenty-four thousand nine-hundred dollars (\$24,900), a 50% contribution towards the grant proposed project. The funding would help offset a portion of the cost related to a necessary traffic study of the Collins Avenue Corridor.

The County Incentive Program provides grants for the purpose of providing funds to counties, to improve transportation facilities located on the State Highway System or which relieves traffic congestion on the State Highway System. The Village's project was eligible for consideration and moved forward in the selection process. Village staff and our consultants presented our proposed project to the FDOT selection committee in April 2022.

Subsequently, FDOT selected our project for award and advised that it was preparing an agreement for the Village to execute to move forward with the project activities. FDOT has

agreed to pay up to twenty-four thousand nine-hundred dollars (\$24,900). The Village will pay all additional costs associated with the study to ensure a comprehensive report.

At the Village Council Retreat in February 2023, the topic of traffic congestion in the Village was discussed. The Council provided direction to have a traffic study conducted by a traffic engineer to assess the current conditions and provide recommendations for traffic optimization.

On March 27, 2023 at the Village Council meeting, a Resolution accepting the FDOT CIGP Grant award was approved by the Council with a vote of 5-0.

ANALYSIS

Florida Statute 287.055, known as the Consultants Competitive Negotiation Act (CCNA), requires that a public entity which seeks to acquire professional engineering services must do so based on the firm's qualifications, not their pricing. As such, a Request for Qualifications (RFQ) was prepared and published on July 14, 2023 via Publicpurchase.com. The deadline for submittals was August 28, 2023. There were two qualified responsive bidders to RFQ 2023-04 General Transportation Planning and Traffic Consultant Services: The Corradino Group, Inc. and Kimley-Horn and Associates.

The scope of the services required by this RFQ were as follows:

1. Corridor Study Traffic Analysis Methodology Memo - The selected traffic engineers will prepare a methodology memo for the preparation of a Corridor Study along State Road A1A and Collins Avenue between the Haulover Inlet Bridge and 96th Street. The memorandum will be submitted for review and approval by the Village, Miami-Dade County Department of Transportation and Public Works (DTPW), and the Florida Department of Transportation (FDOT).
2. Traffic Data Collection - The traffic engineers will collect manual turning movement counts during the morning peak hours (7:00-9:00 AM and 9:00 AM-10:00 AM) and afternoon peak hours (4:00-6:00 PM and 6:00 PM-8:00 PM) at the major intersections within the corridor limits. The traffic engineers will also collect continuous bi-directional pneumatic tube counts (speed and volume) along State Road A1A and Collins Avenue.
3. Crash Analysis - The traffic engineers will research the five-year crash history using Signal Four Analytics along the State Road A1A and Collins Avenue corridor between 96th Street and Haulover Inlet Bridge, which includes each intersection. Signal Four Analytics will be used to determine the number of crashes that occurred at the intersections and along the road segments.
4. Traffic Analysis - The traffic engineers will provide intersection capacity analysis of the existing conditions for the subject intersections and road segments. A queueing analysis evaluation of the key turn lanes at each intersection will be documented.

5. Study - The traffic engineers will summarize the traffic data collection, crash analysis, traffic analysis, and other related traffic engineering analysis into a technical memorandum with tables and figures. This scope of services includes one update based on one set of comprehensive traffic review comments by each key agency stakeholder.
6. Additional Means and Methods - The traffic engineers will provide any additional means and methods they deem appropriate in order to maximize the effectiveness of the study and recommendations.

The RFQ also provided for additional services in Section 2.4. This enables the Village to request the contractor to perform additional services or provide service frequencies at the discretion of the Village.

The scope of the RFQ incorporates all the items required through the CIGP Grant and expands beyond FDOT's scope to capture data which will give the Village a broader view. The RFQ was reviewed by FDOT prior to its publication.

Evaluation of Submissions:

An Evaluation Committee consisting of three (3) members of the Village's management team was assembled to meet with the two (2) qualified responsive bidders. The members were Public Works and Beautification Director John Oldenburg, Police Chief Raleigh Flowers, Jr. and Recreation, Arts and Culture Director Sylvia Flores.

The Corradino Group, Inc., and Kimley-Horn and Associates were subsequently invited to meet with the committee on Monday, October 2, 2023 to review their qualifications and answer questions. The evaluation committee graded the two (2) firms interviewed and ranked The Corradino Group, Inc. as the most qualified respondent to RFQ-2023-04 with a score of 349 out of a possible score of 375 and ranked Kimley-Horn and Associates as the second most qualified respondent to the RFQ with a score of 342 out of a possible score of 375.

**RFQ 2023-04
 General Traffic Planning and Traffic Engineering Professional Consulting Services
 Evaluation Scoring Ranked Results**

Firm/Reviewer Name		J. Oldenburg	R. Flowers	S. Flores	Total Max =375
1 st	The Corradino Group, Inc.	122	124	103	349
2 nd	Kimley-Horn and Associates	121	123	98	342

Factors to Consider

At the September 19, 2023 Council Meeting, representatives of FDOT and The Bal Harbour Shops made a public presentation of upcoming road improvement projects which are scheduled to begin in mid-January of 2024. These projects include an FDOT project, which will include major improvements to the intersection of 96th Street and Harding Avenue which will continue south on Harding Avenue through the Town of Surfside, as well as a project constructed by the Bal Harbour Shops, which will re-align the southbound lanes of Harding Avenue as they approach 96th Street. These two (2) projects are expected to have a profound effect on the flow of traffic once completed. The third project is an FDOT project which will make safety improvements to the pedestrian crossings at Frontage Road.

The two (2) firms that were interviewed by the Evaluation Committee were asked if they felt starting any study prior to these road improvements would be of value. The two firms stated that they did not feel a full study would be viable, but that there would be value in collecting some limited data prior to the start of these projects.

The Council may wish to approve continuing service agreements to be negotiated and executed with both of the qualified firms, without any substantial work completed until after these projects are completed. FDOT has also been notified that the full study may not be completed until after their projects are completed. In regards to the CIGP grant, FDOT advised that the Village would still be eligible for the grant but that the project would be moved forward on their project schedule. Additionally, if the project needed extended time to complete, the Village could ask FDOT for an extension to the current contract for this project three (3) months prior to the expiration date of June 30, 2025.

The Corradino Group, Inc. would be the firm utilized by the Village to conduct the CIGP Grant study and any other additional services needed by the Village for future projects. In addition, it is recommended that we also negotiate a continuing services agreement with Kimley-Horn and Associates to be utilized when it is deemed to be in the Village's best interest. This configuration will give the Village the ability to have a pool of qualified firms to conduct general transportation planning and traffic engineering consultation services. As you may recall, the discussion at the Village Council Retreat focused on creating a sustainable traffic corridor plan that will take into account future growth in the area and optimization of traffic signal timing sequences, as well as the design of the roadways. In order to accomplish this goal, it is recommended that the CIGP Study be delayed until such time as the complete picture of the roadway improvements is known. However, it would be beneficial for the Village to have a pool of traffic engineers available to proactively address current and future traffic issues in the Village.

The Council may also choose to not negotiate with any of the firms until such time as the road improvements are completed.

THE BAL HARBOUR EXPERIENCE

The selection of these firms to consult with the Village on traffic issues will align with *The Bal Harbour Experience* by improving the quality of life for residents by modernizing our infrastructure and improving safety on the Village's roadways for both motorists and pedestrians.

CONCLUSION

I have reviewed the submittals from the two (2) firms and the Evaluation Committee scoring results and found that the two (2) firms possess the appropriate level of experience and expertise to meet the needs of the Village. Based on my review, I am seeking your approval of this Resolution which authorizes me to initiate negotiations with the first and second ranked firms and execute continuing services agreements with The Corradino Group, Inc. and Kimley-Horn and Associates.

Attachments:

1. Request for Qualifications (RFQ) 2023-04 for General Transportation Planning and Traffic Engineering Consultant Services
2. Submittal from The Corradino Group, Inc.
3. Submittal from Kimley-Horn and Associates

RESOLUTION NO. 2023-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONTINUING SERVICES AGREEMENT WITH THE CORRADINO GROUP INCORPORATED TO PERFORM THE COLLINS AVENUE TRAFFIC STUDY FUNDED IN PART BY THE FDOT CIGP GRANT AND FOR THE PROVISION OF GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTING SERVICES, IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONTINUING SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES FOR THE PROVISION OF GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTING SERVICES, IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2021, the Bal Harbour Village's Capital Programs team submitted to the Florida Department of Transportation (FDOT) a County Incentive Grant Program (CIGP) application for funding to help offset a portion of the cost related to a necessary traffic study of the Collins Avenue Corridor; and

WHEREAS, FDOT selected this project for award and advised that it has agreed to pay up to twenty-four thousand nine-hundred dollars (\$24,900), with the Village paying all additional costs associated with the study to ensure a comprehensive report; and

WHEREAS, at the Village Council Retreat in February 2023, the topic of traffic congestion in the Village was discussed and the Council provided direction to have a traffic study conducted by a traffic engineer to assess the current conditions and provide recommendations for traffic optimization; and

WHEREAS, Section 287.055, Florida Statutes, known as the Consultants Competitive Negotiation Act, requires that a public entity seeking to acquire professional engineering services must utilize a competitively-based selection process, focusing exclusively on qualifications, which resulted in the Village preparing RFQ 2023-04 General Transportation Planning and Traffic Consultant Services; and

WHEREAS, the Village received proposals from The Corradino Group, Inc. and Kimley-Horn and Associates (Kimley-Horn), and both proposers were deemed qualified and responsive; and

WHEREAS, an Evaluation Committee was assembled and ranked The Corradino Group, Inc. as the most qualified respondent to RFQ-2023-04 with a score of 349 out of a possible score of 375 and ranked Kimley-Horn as the second most qualified respondent to the RFQ with a score of 342 out of a possible score of 375; and

WHEREAS, the Village Manager is seeking authorization from the Village Council to initiate negotiations and execute a continuing services agreement with the first-ranked firm, the Corradino Group, to perform the necessary services under the CIGP Grant to study traffic along Collins Avenue, and provide general transportation planning traffic engineering services as needed, and to also initiate negotiations and execute a continuing services agreement with the second ranked firm, Kimley-Horn, to provide general transportation planning and traffic engineering consulting services on an as-needed basis; and

WHEREAS, this Council has determined that it is in the best interest of the Village to authorize the Village Manager to negotiate and execute continuing services agreement with The Corradino Group and Kimley-Horn for the provision of these services in the amounts not to exceed annual budget allocations or the statutory limits of §287.055.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Negotiation Authorized. The Village Manager is hereby authorized to negotiate and execute an agreement with the most qualified respondent, the Corradino Group to conduct the Collins Avenue Traffic Study and provide general transportation planning and traffic engineering consulting services on an as needed basis in compliance with §287.055 and in an amount not to exceed annual budget allocations. The Village Manager is also hereby authorized to negotiate and execute an agreement with Kimley-Horn, as the second most qualified respondent for the provision of general transportation planning and traffic engineering consulting

services on an as needed basis in compliance with §287.055 and in an amount not to exceed annual budget allocations

Section 3. Expenditure Approved. That the expenditure of identified budgeted funds for the provision of professional transportation and traffic engineering services is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

Section 5. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 17th day of October, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BAL HARBOUR
- VILLAGE -

**REQUEST FOR QUALIFICATIONS
NO. 2023-04**

**GENERAL TRANSPORTATION PLANNING AND
TRAFFIC ENGINEERING CONSULTANT SERVICES**

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SECTION 1 - NOTICE OF REQUEST FOR PROPOSALS

1.1 NOTICE OF SOLICITATION

NOTICE IS HEREBY GIVEN that Bal Harbour Village, Florida (the "VILLAGE") will be accepting sealed proposals ("Proposals") for:

REQUEST FOR QUALIFICATIONS NO. 2023-3 GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTANT SERVICES

The Village is requesting Proposals from qualified and experienced firms ("Proposers") to provide a comprehensive traffic study. Sealed Proposals must be received by the Village Clerk by **no later than Monday August, 28, 2023 at 3:00 p.m. (the "Proposal Submission Deadline")** at Village Hall, 655 96th Street, Bal Harbour Village, Florida 33154.

1.2 GENERAL OVERVIEW

1.2.1 SERVICES SOUGHT

The Proposer shall perform a comprehensive study of traffic patterns and traffic signal timing on roads and intersections within the Village (the "Services"). The Services shall include the development of Time of Day ("TOD") signal timing patterns and signal timing updates to in order to facilitate more efficient traffic flow through the Village.

1.2.2 MINIMUM QUALIFICATIONS

In order to be considered, Proposers must provide with their submittal, evidence that they are qualified to satisfactorily perform the specified Services. Evidence shall include all information necessary to certify that the Proposer: maintains a permanent place of business; has not had just or proper claims pending against the Proposer or the Proposer's firm; and has provided services of a type similar to the Services sought through this RFQ. The evidence will consist of listing of contracts for similar services that have been provided to public and/or private-sector clients, within a minimum of the last five years. All firms that submit a Proposal shall meet, the following minimum qualifications:

1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation within Florida for a five-year period of time immediately preceding this request for proposal. The firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used

herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the Village of Bal Harbour.

2. Contractor shall be qualified to perform the work described herein and shall comply with all applicable State Statutes and local codes, regulations and ordinances.
3. Bidder must have trained personnel with the necessary certifications/licensing to perform the work. **The bidder must show proof of having met these minimum requirements on the "Bidder Qualification Statement" THE VILLAGE WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.**

1.2.3 AGREEMENT FOR THE PROVISION OF SERVICES

Subject to the approval of the Village Council of Bal Harbour Village, the agreement to be awarded (the "Agreement") as a result of this solicitation shall be for the provision of a comprehensive study of traffic patterns and traffic signal timing on roads and intersections within the Village (the "Services"). The Services shall include the development of Time of Day ("TOD") signal timing patterns and signal timing updates to in order to facilitate more efficient traffic flow throughout the Village.

1.3 SUBMISSION OF PROPOSALS

1.3.1 AVAILABILITY OF SOLICITATION DOCUMENTS

Request For Qualifications No. 2023-04 General Transportation Planning and Traffic Engineering Consultant Services (the "RFQ") will be made available to interested parties at **Village Hall, 655 96 Street, Bal Harbour Village, Florida 33154, Monday through Friday from 9:30 a.m. to 4:30 p.m.** Proposals shall be submitted in the form required in the RFQ.

Additionally, the Village utilizes **Public Purchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFQ. Any prospective proposer who has received this RFQ by any means other than through **Public Purchase** must register immediately with **Public Purchase** to assure it receives any addendum issued to this RFQ. **Failure to receive an addendum may result in disqualification of proposal submitted.**

1.3.2 PROPOSAL SUBMISSION DEADLINE

Proposals must be received by the Village Clerk by the Proposal Submission Deadline, as indicated by the official clock at Village Hall. Sealed Proposals will be opened publicly at Village Hall immediately after the Proposal Submission Deadline. Any Proposal received after the Proposal Submission Deadline will be returned unopened. The responsibility for submitting Proposals before the Proposal Submission Deadline is solely that of the Proposer. The Village will not be

responsible for delays caused by mail, including U.S. Mail, courier service, or any other occurrence.

1.3.3 GENERAL REQUIREMENTS FOR SUBMISSION

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging marked as the "Proposal". The outside of the sealed package must clearly indicate **REQUEST FOR QUALIFICATIONS NO. 2023-3 GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTANT SERVICES**, and shall be submitted to the Village Clerk at Village Hall, 655 96 Street, Bal Harbour Village, Florida 33154. The outside of the sealed package must clearly indicate the Proposer's name, mailing address and the name and telephone number of the Proposer's contact person. **The Proposal shall contain at least three (3) complete paper copies and one (1) electronic original, submitted via a thumb drive, USB drive or an electronic link / Drop Box link, all of which must contain all information required for the Proposal to be considered fully responsive to the requirements contained in the RFP.**

Proposals submitted to the Village Clerk shall not be returned to the Proposer for any reason. No Proposal may be withdrawn within 90 calendar days after the Proposal Submission Deadline. Withdrawal before the expiration of this 90-day period, or modification or correction of a Proposal after it has been opened by the Village Clerk shall constitute breach by the Proposer.

The Village will not supply or sell any materials, including, but not limited to, envelopes, labels or tape, to any Proposer in connection with the submission or preparation of a Proposal.

The Village Council of Bal Harbour Village reserves the right to reject any and all Proposals, to waive any informality within a Proposal, and to award an agreement pursuant to this RFQ in the best interests of the VILLAGE.

All lobbyists must register with the Village prior to engaging in any lobbying related to or in connection with this RFQ. The lobbying registration requirements of the Village are set forth in Section 2-301 of the Village Code.

1.3.4 QUESTIONS

Any questions concerning the RFQ shall be submitted in writing no later than seven business days prior to the Proposal Submission Deadline to Mauricio Escarra, Police Captain by first class mail at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at mescarra@balharbourfl.gov

SECTION 2 - SCOPE OF SERVICES

2.1. Background

Bal Harbour Village has been experiencing traffic congestion along Collins Avenue within the Village's boundaries. Between the Haulover Inlet and 96th Street, the Village has seen an increase in traffic activity over the past few years. The Village believes some of this is caused due to nearby street parking and lack of turning lanes, as well as several other reasons. Therefore, the Village is seeking to contract with an engineering firm to conduct a thorough traffic study.

By way of this RFQ, the Village is soliciting proposals from interested parties for the provision of general transportation planning and traffic engineering consultant services (the "Services"). Through the process described herein, traffic engineers interested in assisting the Village with the provision of the Service must prepare and submit a proposal in accordance with the procedure and schedule of this RFQ. The Village will review submittals only from those contractors that submit a proposal which includes all the information required to be included as described herein. The Village intends to award a contract for *Transportation Planning and Traffic Engineering Consultant Services* to the contractor that: possesses qualified man power, equipment, administrative capabilities to provide the proposed services, possesses previous experience on this type of work and provides the best offer and prices deemed to be in the greatest benefit to the Village.

2.2. Purpose

The Village is seeking proposals to establish a contract(s) with a qualified and experienced traffic engineer, hereinafter referred to as the "CONTRACTOR", to provide the Services described under this RFQ, which includes transportation planning and traffic engineering consultant services.

2.3. Scope of Work-Basic Services

The work covered by the Specifications and Contract Documents, consists of tasks as outlined below:

1. Corridor Study Traffic Analysis Methodology Memorandum - The selected traffic engineers will prepare a methodology memorandum for the preparation of a Corridor Study along State Road A1A and Collins Avenue between the Haulover Inlet Bridge and 96th Street. The memorandum will be submitted for review and approval by the Village, Miami-Dade County Department of Transportation and Public Works (DTPW), and the Florida Department of Transportation (FDOT).

2. Traffic Data Collection

Task 2-A: The traffic engineers will collect manual turning movement counts during the morning peak hours (7:00-9:00 AM and 9:00 AM-10:00 AM), afternoon peak hours (4:00-6:00 PM and 6:00 PM-8:00 PM) and during school release at the major intersections within the corridor limits. The traffic engineers will also collect continuous bi-directional pneumatic tube counts (speed and volume) along State Road A1A and Collins Avenue, as well as 96th Street.

Task 2-B: Information Gathering and Coordination

The consultant will meet with the Village Police Department and Town of Surfside to obtain vital traffic information for the main ingress and egress routes the Village and to the Bal Harbour Shops, in addition to obtaining historical understanding of traffic characteristics and operational problems. In addition, the Contractor selected will facilitate at least two meetings with Bal Harbour Village, Miami-Dade County DTPW, and FDOT to discuss the State Road A1A and Collins Avenue and 96th Street study. The following tasks will be performed as needed:

- A. Perform qualitative assessment of existing operational conditions.
- B. Obtain signal timing information from Miami-Dade County Advanced Traffic Management System (MDC-ATMS) website.
- C. Meet with Miami-Dade County Signal Sections.
- D. Identified potential locations of existing traffic signal infrastructure that may require development of updated traffic signal patterns.

Task 2-C: Traffic Data Collection

The data collection for this project will consist of 4-hour Turning Movement Counts ("TMC") and 72-hour approach counts in the Village and surrounding areas. The objective is to identify the traffic patterns and peaks to develop the "weekend" signal timing patterns. The following are the locations where 4-hour TMCs and 72-hr approach counts will be collected:

- A. 4-Hour TMCs (One Weekday and Weekend):
 - i. SR A1A/Collins Avenue at Harbour Way (East)
 - ii. SR A1A/Collins Avenue at Harbour Way (West)
 - iii. SR A1A/Collins Avenue at Bal Harbour Shops Entrance/Exit (9700 Block)
 - iv. SR A1A/Collins Avenue at Bal Harbour Shops Entrance/Exit (9800 Block)
 - v. SR A1A/Collins Avenue at SR 922/96th Street
 - vi. SR A1A /Collins Avenue at 95th Street
 - vii. SR A1A /Collins Avenue at 94th Street

- viii. SR A1A /Collins Avenue at 93rd Street
- ix. SR A1A /Collins Avenue at 90th Street
- x. SR A1A/Harding Avenue at southern Bal Harbour Shops Exit (Approx. 9600 Block)
- xi. SR 922/96th Street at Byron Avenue
- xii. SR 922/96th Street at Bal Harbour Shops Entrance/Exit (500 Block)
- xiii. The consultant will also include any additional locations/intersections necessary to maximize the effectiveness of the study.

B. 72-Hour Approach Counts:

- i. SR A1A/Collins Avenue at Harbour Way (East)
- ii. SR A1A/Collins Avenue at Harbour Way (West)
- iii. SR A1A/Collins Avenue at Bal Harbour Shops Entrance/Exit (9700 Block)
- iv. SR A1A/Collins Avenue at Bal Harbour Shops Entrance/Exit (9800 Block)
- v. SR A1A/Collins Avenue at SR 922/96th Street
- vi. SR A1A /Collins Avenue at 95th Street
- vii. SR A1A /Collins Avenue at 94th Street
- viii. SR A1A /Collins Avenue at 93rd Street
- ix. SR A1A /Collins Avenue at 90th Street
- x. SR A1A/Harding Avenue at southern Bal Harbour Shops Exit (Approx. 9600 Block)
- xi. SR 922/96th Street at Byron Avenue
- xii. SR 922/96th Street at Bal Harbour Shops Entrance/Exit (500 Block)
- xiii. The consultant will also include any additional locations/intersections necessary to maximize the effectiveness of the study.

Task 2-D. Develop and Implement Initial Signal Timing Plans

The contractor will develop TOD "weekend" signal timing patterns to accommodate the traffic during the weekend peak periods (the "Weekend Pattern") as well as develop two "special" signal timing patterns (e.g., one for special events and one the Holiday season) (the "Special Patterns") and optimization of existing signal timing patterns on weekdays (the "Weekday Pattern").

A. The Weekend and Special Pattern development as well as Weekday Pattern optimization will be conducted at the following intersections:

- i. SR A1A/Collins Avenue at Harbour Way (East)
- ii. SR A1A/Collins Avenue at Harbour Way (West)
- iii. SR A1A/Collins Avenue at Bal Harbour Shops Entrance/Exit (9700 Block)
- iv. SR A1A/Collins Avenue at 9900 Block (Flashing Pedestrian Crossing)
- v. SR A1A /Collins Avenue at 96th Block
- vi. SR A1A /Collins Avenue at SR 922/96th Street
- vii. SR A1A /Collins Avenue at 95th, Street

- viii. SR A1A /Collins Avenue at SR 94th Street
- ix. SR A1A /Collins Avenue at 93rd Street
- x. SR A1A /Collins Avenue at 90th Street
- xi. SR A1A/Harding Avenue at southern Bal Harbour Shops Exit (Approx. 9600 Block)
- xii. SR A1A/Harding Avenue at SR 922/96th Street
- xiii. SR A1A /Harding Avenue at 95th Block (Pedestrian Mid-block)
- xiv. SR A1A /Harding Avenue at 95th Street
- xv. SR A1A /Harding Avenue at 94th Block (Pedestrian Mid-block)
- xvi. SR A1A /Harding Avenue at 94th Street
- xvii. SR A1A /Harding Avenue at 93rd Street
- xviii. SR A1A /Harding Avenue at 91st Street
- xix. SR 922/96th Street at Byron Avenue
- xx. SR 922/96th Street at Bal Harbour Shops Entrance/Exit (500 Block)
- xxi. The consultant will also include any additional locations/intersections necessary to maximize the effectiveness of the study.

3. Crash Analysis - The traffic engineers will research the five-year crash history using Signal Four Analytics along the State Road A1A and Collins Avenue corridor between 96th Street and Haulover Inlet Bridge, which includes each intersection, as well as 96th Street. Signal Four Analytics will be used to determine the number of crashes that occurred at the intersections and along the road segments.
4. Traffic Analysis - The traffic engineers will provide intersection capacity analysis of the existing conditions for the subject intersections and road segments. A queueing analysis evaluation of the key turn lanes at each intersection will be documented.
5. Study - The traffic engineers will summarize the traffic data collection, crash analysis, traffic analysis, and other related traffic engineering analysis into a technical memorandum with tables and figures. This scope of services includes one update based on one set of comprehensive traffic review comments by each key agency stakeholder.
6. Additional Means and Methods - The traffic engineers will provide any additional means and methods they deem appropriate in order to maximize the effectiveness of the study and recommendations.

2.4 Additional Services

The Contractor may be requested to perform additional services or provide service frequencies at the discretion of the Village.

END OF SECTION

SECTION 3 - GENERAL CONDITIONS

3.1 RFQ DOCUMENTS

This RFQ, including Forms 1-5, constitutes the complete set of RFQ documents (the "RFQ Documents"). All RFQ Documents must be executed, sealed and submitted as described in this RFQ. Proposals shall be submitted in the form proscribed herein. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions in this RFQ shall be allowed. Submittal of a Proposal to this RFQ constitutes a binding offer by the Proposer. A Proposer's failure to comply with any provisions in this RFQ may result in disqualification, at the discretion of the VILLAGE.

3.2 TAXES

The CONTRACTOR shall not be entitled to the VILLAGES's tax exempt benefits.

3.3 INTERPRETATIONS AND INQUIRIES

All Proposers shall carefully examine the RFQ Documents. Any ambiguities or inconsistencies shall be brought to the attention of the VILLAGE or its agent in writing prior to the Proposal Submission Deadline.

Any questions concerning this RFQ shall be submitted in writing to Captain Mauricio Escarra, by first class mail at 655 96th Street Bal Harbour Village, FL 33154 or by e-mail at mescarra@balharbourfl.gov no later than seven days before the Proposal Submission Deadline.

Submission of a Proposal will serve as prima facie evidence that the Proposer has examined the RFQ and is fully aware of all conditions affecting the provision of services. No person is authorized to give oral interpretations of, or make oral changes to, the RFQ Documents. Oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFQ Documents will be made in the form of a written addendum to the RFQ document and will be furnished by the VILLAGE to all Proposers. Only those interpretations of, or changes to, the RFQ Documents that are made in writing and furnished to Proposers by the VILLAGE may be relied upon.

3.4 VERBAL INSTRUCTIONS

No negotiations, decisions, or actions shall be initiated or executed by a Proposer as a result of any discussions with any VILLAGE employee. Only those communications from Proposers, which are signed and in writing, will be recognized by the VILLAGE as duly, authorized expressions on behalf of the Proposer.

3.5 NO CONTINGENCY FEES

By submitting a Proposal, the Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure an agreement resulting from the successful Proposal, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of that Agreement.

3.6 NON-ASSIGNMENT AND NON-TRANSFERABILITY

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an Agreement, is subject to having its Proposal disqualified as a result of such transaction. The VILLAGE Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of a Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, the Proposer shall immediately disclose such information to VILLAGE. Failure to do so may result in the Proposal being disqualified, at the VILLAGE's sole discretion.

3.7 FAMILIARITY WITH LAWS AND ORDINANCES

The submission of a Proposal for the provision of the Services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFQ Documents that are contrary to or inconsistent with any law, ordinance, or regulation, he shall report it to the VILLAGE in writing without delay.

3.8 ADVERTISING

By submitting a Proposal, the Proposer agrees not to use the results therefrom as a part of any advertising or Proposer-sponsored publication without the express written approval of the Village Manager or designee.

3.9 AGREEMENT EXECUTION

The terms, conditions and provisions in this RFQ shall be included and incorporated in the final Agreement between the VILLAGE and the successful Proposer. In the event of a discrepancy between the Agreement executed and the RFQ, the order of precedence will be: the Agreement, the RFQ Documents, the Proposal and general law. Such Agreement shall be in a form and of a legal sufficiency that is approved by the Village Attorney. Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. The venue shall be Miami-Dade County, Florida.

3.10 FACILITIES

The Village Manager or designee reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business and is a responsible Proposer.

3.11 WITHDRAWAL OR REVISION OF PROPOSAL PRIOR TO AND AFTER OPENING

No Proposal may be withdrawn within 90 calendar days after the Proposal Submission Deadline. Withdrawal before the expiration of this 90-day period, or modification or correction of a Proposal after it has been opened by the Village Clerk shall constitute breach by the Proposer.

3.12 VILLAGE'S EXCLUSIVE RIGHTS:

The VILLAGE reserves the exclusive rights to:

3.12.1 Waive any deficiency or irregularity in the selection process;

3.12.2 Accept or reject any or all proposals in part or in whole;

3.12.3 Request additional information as appropriate;

3.12.4 Award all or a portion of the Services set forth in the RFQ as determined to be in the best interest of the VILLAGE;

3.12.5 Reject any or all Proposals if found by the Village Manager or Council not to be in the best interest of the VILLAGE; and/or

3.12.6 Reject the sole Proposal in the event of a sole Proposal.

3.13 ADDENDA

The VILLAGE reserves the right to issue addenda to this RFQ. Each Proposer shall acknowledge receipt of such addenda in writing. In the event any Proposer fails to

acknowledge receipt of such addenda, its Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of its Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by the Proposer. It is the responsibility of each Proposer to verify that it has received all addenda issued before submitting a Proposal to the VILLAGE.

3.14 PUBLIC RECORDS

Upon award recommendation or 30 days after Proposal opening, whichever is earlier, any material submitted in response to this RFQ will become property of the VILLAGE and shall constitute a "public record" under Florida Law, subject to public disclosure consistent with Chapter 119, Florida Statutes (the "Florida Public Record Law"). Proposers must claim the applicable exemptions to disclosure provided by law in their Proposal to the RFQ by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The VILLAGE reserves the right to make all final determinations of the applicability of the Florida Public Records Law.

3.15 PUBLIC ENTITY CRIME

Pursuant to Florida Statutes Section 287.133(3)(a), all Proposers must sign and complete the Public Entity Crime Sworn Statement attached as Form 4 to this RFQ. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

3.16 INSURANCE REQUIREMENTS

The successful Proposer shall purchase and maintain through the term of its engagement with the VILLAGE such professional liability, workers compensation coverage and other insurance as is appropriate for the Services being performed hereunder by the successful Proposer, its employees or agents. All insurance policies shall be issued by companies authorized to do business in the State of Florida and shall have a rating of at least B+:VI or better per Best's Key Rating Guide, latest edition. The amounts and types of insurance shall conform to the following minimum requirements:

3.16.1 Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- Employer's Liability with a minimum limit per accident in accordance with statutory requirements; and
- The policy must be endorsed to provide VILLAGE with 30 days' written notice of cancellation and/or restriction.

3.16.2 General Liability coverage must include:

- \$2,000,000.00 combined limit per claim; and
- Contractual coverage applicable to this specific Agreement, including any hold harmless and/or indemnification Agreement.

3.16.3 Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- \$2,000,000.00 combined single limit per accident for bodily injury and property damage;
- Owned Vehicles;
- Hired and Non-Owned Vehicles;
- Employee Non-Ownership; and
- The policy must be endorsed to provide the VILLAGE with 30 days' written notice of cancellation and/or restriction.

3.16.4 CONTRACTOR shall provide the VILLAGE with certificates of insurance evidencing the coverage required herein. With the exception of the worker's compensation insurance policy and professional liability policy, CONTRACTOR shall provide an endorsement to the policy naming the VILLAGE as additional insured and providing that the policy may not be cancelled without thirty days' prior written notice to the VILLAGE.

3.17 INDEMNIFICATION

3.17.1 The CONTRACTOR shall defend, indemnify and save harmless the VILLAGE, its officers, agents, and employees, from and against any and all liability, claims, demands, or damages, to the extent caused by the negligent acts or omissions, misfeasance, or malfeasance of the CONTRACTOR, its agents, servants, or employees, including fines, fees, expenses, penalties, and

attorney's fees for trial and on appeal, and of any kind and nature arising out of the actions of the CONTRACTOR connected with the RFQ or the performance of any agreement resulting from this RFQ, whether by act or omission of the CONTRACTOR, its agents, servants, employees or others, regardless of the partial fault or negligence of the VILLAGE, its officers, agents and employees.

3.17.3 CONTRACTOR acknowledges that specific consideration will be paid under this procurement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and agrees to pay for and maintain in force at all times during the term of the Agreement awarded under this RFQ, all of the insurance policies required herein.

3.18 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions submitted by the Proposer with the Proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force or effect and shall be deemed inapplicable to this RFQ.

3.19 DISQUALIFICATION OF PROPOSERS

The VILLAGE shall not consider more than one Proposal from any individual, firm partnership, corporation or association operating under the same or different names. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which Proposer is believed to be involved.

3.20 ADJUSTMENT, CHANGES AND DEVIATIONS

Unless expressly provided for in the specifications of the RFQ, no adjustments changes or deviations to the RFQ will be accepted.

3.21 SUBCONTRACTING

No subcontracting, including employee leasing, shall be permitted without the prior written approval of the Village Manager, which may be given in his or her sole and absolute discretion. Proposers shall include a list of all subcontractors that Proposer intends to utilize in the performance of the Services contemplated in this RFQ. If the additional or substitute subcontractors are utilized during the term of the Agreement, a list of the proposed additional or substitute subcontractors shall be presented to the Village Manger for his approval.

3.22 EMPLOYMENT OF DISABLED INDIVIDUALS

The VILLAGE is supportive of the hiring and employment of physically and developmentally disabled persons and strongly encourages the hiring of disabled

persons by VILLAGE contractors. CONTRACTORS shall use their best efforts to employ disabled persons in the performance of the Agreement.

3.23 Anti-Discrimination

By responding to this RFQ, Proposer certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Proposer further agrees that is not currently engaged in, nor will it engage in during the term of this Agreement the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

END OF SECTION

SECTION 4 - PROCUREMENT

4.1 AVAILABILITY OF SOLICITATION DOCUMENTS

This RFQ will be made available to interested parties at Village Hall, 655 96 Street, Bal Harbour Village, Florida 33154, Monday through Friday from 9:30 a.m. to 4:30 p.m. Proposals shall be submitted in the forms required by this RFQ.

4.2 SUBMISSION OF PROPOSALS

4.2.1 COPIES

The Proposal shall contain at least three (3) complete paper copy and one electronic original, saved on a thumb drive, USB drive or sent via email link / Drop Box link, all of which must contain all information required for the Proposal to be considered fully responsive to the requirements contained in the RFP. The VILLAGE reserves the right to request additional copies of the Proposal, which shall be provided at no cost to the VILLAGE.

4.2.2 PACKAGING

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging marked as the "Proposal". The outside of the sealed package must clearly indicate "**REQUEST FOR QUALIFICATIONS NO. 2023-4 GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTANT SERVICES**", and shall be submitted to the Village Clerk at Village Hall, 655 96 Street, Bal Harbour Village, Florida 33154. The outside of the sealed package must clearly indicate the Proposer's name, mailing address, and the name and telephone number of the Proposer's contact person. No facsimile, electronic or e-mail responses will be considered.

4.2.3 COSTS OF PREPARATION

The VILLAGE will not supply or sell any materials, including, but not limited to, envelopes, labels or tape, to any Proposer in connection with the submission or preparation of a Proposal. The VILLAGE is not liable for any costs incurred by a Proposer in responding to this RFQ, including those for oral presentations.

4.2.4 WITHDRAWAL, RETURN, MODIFICATION AND CORRECTION

Proposals submitted to the Village Clerk shall not be returned to the Proposer for any reason. No Proposal may be withdrawn within 90 calendar days after the Proposal Submission Deadline. Withdrawal before the expiration of this 90-day period, or modification or correction of a Proposal after it has been opened by the Village Clerk shall constitute breach by the Proposer.

4.2.5 LOBBYISTS

All lobbyists must register with the VILLAGE prior to engaging in any lobbying related to or in connection with this RFQ. The lobbying registration requirements of the VILLAGE are set forth in Section 2-301 of the VILLAGE Code.

4.3 PROPOSAL SUBMISSION DEADLINE

Proposals must be received by the Village Clerk by the Proposal Submission Deadline on August 28, 2023 at 3:00 p.m., as indicated by the official clock at Village Hall. Sealed Proposals will be opened publicly at Village Hall immediately after the Proposal Submission Deadline. Any Proposal received after the Proposal Submission Deadline will be returned unopened. The responsibility for submitting Proposals before the Proposal Submission Deadline is solely that of the Proposer. The VILLAGE will not be responsible for delays caused by mail, including U.S. Mail, courier service, or any other occurrence.

4.4 METHOD OF AWARD

4.4.1 PROPOSAL EVALUATION AND SCORING

The Village will open all submittals received prior to the stated deadline and will review all submittals for compliance with the requirements set forth in this RFQ.

An Evaluation Committee, which will be appointed by the Village Manager, will review, evaluate and score each Proposal in accordance with the requirements set forth in this RFQ. If further information is desired, Proposers may be requested to make additional written submittals and/or oral presentations to the Evaluation Committee. Oral presentations should include the proposer's approach to addressing the scope of services outlined in this RFQ.

The Village Manager will consider the recommendation of the Evaluation Committee before recommending a firm for approval by the Village Council. The VILLAGE reserves the right to reject any and all Proposals, to waive any informality within a Proposal, and to award this RFQ in the best interests of the VILLAGE.

4.5 PROCUREMENT SCHEDULE

The tentative schedule for this solicitation is as follows:

EVENT	DATE
RFQ Issuance	July 14, 2023
Deadline for Questions	August 21, 2023
Proposal Submission Deadline	August 28, 2023
Evaluation Committee Meeting	TBD
Council Recommendation	TBD

4.6 QUESTIONS AND REQUESTS FOR CLARIFICATION

The contact person for this RFQ shall be:

Mauricio Escarra, Police Captain
Bal Harbour Police Department
655 96th Street, Bal Harbour Village, FL 33154
305-866-5000
mescarra@balharbourfl.gov

Any questions or requests for clarification must be made in writing. E-mail requests are acceptable. Please send all questions and/or requests for clarification to the contact named above, no later than seven days prior to the Proposal Submission Deadline noted above. Failure to submit requests in writing by the specified time shall not be grounds for a protest. While the written requirements of this RFQ and its amendments are binding, oral communications between Proposers and the VILLAGE are not.

4.7 PROPOSAL FORMAT

Proposals shall be organized and tabbed in accordance with the sections and manner specified below. Hard-copy submittals should be bound and tabbed as set forth below and include a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Respondents should prepare their submittal on 8.5-inch by 11-inch paper. A Proposal may include other materials such as covers, appendices and brochures, but must contain the documents set forth below, each fully completed, and signed as required, in order to be considered responsive.

4.7.1 COVER PAGE

The first page of the Proposal shall indicate that it is a Proposal submitted in response to this RFQ, identify the Proposer and its principals, designate one contact person for the Proposal and set forth the Proposer and contact person's address, telephone and facsimile numbers and e-mail address.

4.7.2 TABLE OF CONTENTS

The Proposal table of contents shall outline in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

4.7.3 INTRODUCTION LETTER

The introduction letter shall summarize the Proposer's qualifications and areas of specialization, and shall demonstrate that the Proposer meets each of the Qualitative Criteria set forth in Section 4.7.4 below.

4.7.4 MINIMUM QUALIFICATIONS

Proposers must be able to demonstrate an exemplary record of performance the past five years, and have sufficient financial capacity equipment, and organization to ensure that they can satisfactorily provide the Services if awarded an Agreement under the terms and conditions of this solicitation. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well-established company in line with the best business practices in the industry, and as determined by the VILLAGE. Proposals will only be considered from firms which are regularly engaged in the business of providing the Services as described in this RFQ.

To satisfy the Minimum Qualifications requirement, the Proposal must:

1. Proposer's Experience:

Indicate the Proposer's years of experience in providing the Services. Proposer must have a minimum of five years' experience providing the Services to Municipalities. Provide a list of current municipalities for which the Proposer is providing Traffic Engineering Consultant Services and describe those services.

2. Principal in Charge's Experience:

Provide a comprehensive summary of the experience and qualifications of the chief executive of the Proposer. This individual must have completed have a minimum of five years' experience providing Traffic Engineering Consultant Services.

3. Project Manager's Experience:

Provide a comprehensive summary of the experience and qualifications of the individual who will be selected to serve as the Project Manager. This individual must have completed a minimum of five years' experience providing Traffic Engineering Consultant Services. This individual must be capable of speaking and making decisions on behalf of the Proposer.

4.7.5 QUESTIONNAIRE

Proposer shall complete the Questionnaire attached as Form 1 to this RFQ and include its responses to same with the Proposal.

4.7.6 CURRICULUM VITAE

Proposer must include in the Proposal the curriculum vitae of each of the firm's principals and each of Proposer's employees, staff members, volunteers and/or subcontractors that would assist in the provision of Services sought through this solicitation.

4.7.7 CLIENT REFERENCES

The Proposal shall include a list of a minimum of five client references, each which includes the name, title, company, address, telephone and facsimile numbers and email addresses. By submitting said references, the Proposer authorizes the Evaluation Committee to communicate with the person or firms listed regarding the Proposer's experience in providing the Services.

4.7.8 CLIENT PERFORMANCE EVALUATION SURVEY

Each Proposer shall submit, from a minimum of five existing or previous clients, the Performance Evaluation Letter and Survey attached as Form 2 to this RFQ. The Proposer shall provide the Evaluation Letter and Survey to its clients and request that the clients submit the completed survey to Mauricio Escarra at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at mescarra@balharbourfl.gov on or before September 8, 2023 at 3pm. Proposers are responsible for ensuring that the required number of clients return completed Performance Evaluation Surveys to the VILLAGE. The VILLAGE reserves the right to verify and confirm any information submitted as part of the Performance Evaluation Survey. Such verification may include, but is not limited to, speaking with clients, reviewing the relevant client documentation, site visitation, and any other method of independently confirming the data submitted.

4.7.10 ADDITIONAL FORMS

The Proposer shall complete Forms 3 and 4 attached to this RFQ and include the completed forms with their submittal.

The Proposer shall submit an equipment inventory that would be available for utilization in the completion of the services detailed within the scope of services.

4.8 EVALUATION OF SUBMITTED PROPOSALS

4.8.1 EVALUATION COMMITTEE

The Evaluation Committee shall meet to evaluate each Proposal in accordance with the Evaluation Criteria established herein. In doing so, the Evaluation Committee may review and score all Proposals received, with or without conducting oral presentations, or review all Proposals received and short-list one or more Proposers to be further considered in oral presentations, using the established criteria.

4.8.2 EVALUATION CRITERIA

The Evaluation Committee shall rank the Responders according to and base its recommendation to the Village Council on the following factors:

- Experience of the Proposer (maximum of 25 points)

- Experience of the professionals that will be involved in the provision of Services (maximum of 35 points)
- Availability of resources to perform the required Services (maximum of 20 points)
- Proposed approach towards the delivery of Services (maximum of 20 points)
- Recent, current, and projected workloads of the Proposer (maximum of 10 points)
- Quality of references (maximum of 15 points)

The VILLAGE may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the VILLAGE.

The VILLAGE may, during the period that the Agreement between the VILLAGE and the successful Proposer is in force, review the successful Proposer's record of performance to ensure that the Proposer is continuing to provide sufficient financial support, equipment, and organization as prescribed in this solicitation. Irrespective of the Proposer's performance on any Agreement awarded to it by the VILLAGE, the VILLAGE may place said Agreement on probationary status and implement termination procedures if the VILLAGE determines that the successful Proposer no longer possesses the financial support, equipment, or organizational capacity which would have been necessary during the Proposal evaluation period in order to comply with the demonstration of competency required under this subsection.

4.9 PROTEST PROCEDURES

4.9.1 STANDING

Parties that are not actual Proposers, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this section.

4.9.2 PROCEDURE

4.9.2.1 Protest of Failure to Qualify. Upon notification by the VILLAGE that a Proposer is deemed non-responsive and/or non-responsible, the Proposer who is deemed non-responsive and/or non-responsible may file a protest with the Village Clerk by close of business on the third Business Day after notification (excluding the day of notification) or any right to protest is forfeited. (Village Hall hours are as follows: Monday-Thursday from 9:00 am to 5:00 pm and Friday from 8:00 am to 3:00 pm.)

4.9.2.2 Protest of Award of Agreement. After a Notice of Intent to Award an Agreement is posted, any proposer who is aggrieved in connection with the pending award of the Agreement or any element of the process leading to the award of the Agreement may file a protest with the Village Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited.

4.9.2.3 Content and filing. The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the Village Clerk, as indicated by the official clock at the Village Hall reception desk.

4.9.2.4 Protest Bond. Any Proposer filing a protest shall simultaneously provide a Protest Bond to the VILLAGE in the amount of ten thousand dollars (\$10,000). If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the VILLAGE. The Protest Bond shall be in the form of a cashier's check.

4.9.2.5 Protest Committee. The Protest Committee shall review all protests. The Village Manager shall appoint the members of the Protest Committee. No member of the Village Council shall serve on the Protest Committee. The Village Attorney or designee shall serve as counsel to the Committee. The meeting of the Protest Committee shall be open to the public and all of the actual proposers shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the Village Manager shall direct that all appropriate steps be taken. If the Protest Committee denies the protest, the protester may appeal to the Village Council. All of the actual proposers shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the Agreement, or such other time as determined by the Village Council.

4.9.2.6 Stay of award of Agreement or RFQ Process. In the event of a timely protest, the Village Manager shall stay the award of the Agreement or the RFQ process unless the Village Manager determines that the award of the Agreement without delay or the continuation of the RFQ process is necessary to protect any substantial interest of the VILLAGE. The continuation of the RFQ process or award under these circumstances shall not preempt or otherwise affect the protest.

4.9.2.7 Appeals to Village Council. Any actual proposer who is aggrieved by a determination of the Protest Committee may appeal the determination to the Village Council by filing an appeal with the Village Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest

Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the Village Clerk.

4.9.2.8 Failure to file protest. Any actual Proposer that does not formally protest or appeal in accordance with this Section shall not have standing to protest or challenge an award of an Agreement by the Village Council.

FORM 1

QUESTIONNAIRE

Firm Name: _____

Firm Address: _____

Firm Contact Information: _____

Firm Representative (name and title): _____

Representative Contact Information: _____

Firm Type (circle one): Individual Partnership Corporation

If Corporation:

Date and Place of Incorporation: _____

If Foreign Corporation:

Date of Registration with Florida Secretary of State:

Name of Resident Agent: _____

Address of Resident Agent: _____

President: _____

Vice President: _____

Treasurer: _____

Board of Directors: _____

If Partnership:

Date and Place of Organization _____

Partners: _____

On a separate sheet of paper, please provide answers to the following questions:

1. Number of years of relevant experience.
2. Please list the names, titles, responsibilities, qualifications and certifications for all staff members, employees, volunteers and/or subcontractors of Proposer that would be involved in the provision of Services.
3. Provide an organizational chart for the Proposer firm.
4. Describe Proposer's qualifications and experience in the provision of street sweeper services.
5. Have any agreements held by Proposer for a project ever been canceled or terminated?
6. Has Proposer or any of its principals failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract or declared to be in default in any contract in the last five years?
7. Has Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
8. Has Proposer or any of its principals or employees been convicted in federal, state, county or municipal court for a violation of law other than a traffic violation?
9. Is the Proposer a party to any pending litigation?
10. Has the Proposer been a party to any lawsuit filed within the last 10 years?
11. Please list any person involved in this Proposal that is not listed above.
12. Please list potential, actual or perceived conflicts of interest in connection with this solicitation.
13. Has Proposer been involved in any discussions regarding a merger or acquisition of its firm, partnership with another firm or a transfer or assignment of its contracts, assets and/or liabilities?

Proposer hereby acknowledges that the information contained in this Questionnaire will be relied upon by the VILLAGE in awarding this solicitation, and such information is warranted by Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to acceptance of any Proposal relating to the qualifications of Proposer, as may be required by the VILLAGE. Proposer further understands that the information contained in this Questionnaire may be confirmed through background investigation conducted by the VILLAGE. By submitting this Questionnaire, Proposer agrees to cooperate with said investigation, including but not limited to fingerprinting and providing information for a credit check.

WITNESS:

IF INDIVIDUAL

Signature

Signature

Print Name

Print Name

WITNESS:

IF PARTNERSHIP:

Signature

Print Name

WITNESS:

Signature

Print Name

(CORPORATE SEAL)

Attest:

Print Name of Firm

Address

By:
General Partner

Print Name

IF CORPORATION:

Print Name of Firm

Address

By:
President

Print Name

FORM 2

PERFORMANCE EVALUATION COVER LETTER AND SURVEY

Number of pages including this cover: 2

**RFQ 2023-04 General Transportation Planning and
Traffic Engineering Consultant Services**

August 28, 2023

To:

Phone:

Fax:

E-mail:

Re: Performance Evaluation of _____

To Whom It May Concern:

The Village of Bal Harbour, Florida (the "Village") has issued Request for Qualifications No. 2023-04, requesting proposals from qualified and experienced traffic engineers to conduct General Transportation Planning and Traffic Engineering Consultant Services. The above-referenced company has chosen to participate in this solicitation process and has listed you as a past or current client for whom they have done work.

In connection with its solicitation, the Village collects past performance information on firms and contractors that provide professional services and compete for Village contracts. The information you provide will be used to assist the Village in the selection of a firm to provide traffic engineering consultant services to the Village by a licensed contractor. Both the company and the Village would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to survey to Mauricio Escarra at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at mescarra@balharbourfl.gov.

Thank you for your time and effort in this matter.

Name, Title

**PERFORMANCE EVALUATION SURVEY
VILLAGE OF BAL HARBOUR RFQ NO. 2023-04**

Company Name: _____

Point of Contact: _____

Phone and email: _____

Nature of services provided: _____

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

NO.	CRITERIA	SCORE (1 to 10)
1	Ability to perform the requested services	
2	Accessibility of firm's staff and principals	
3	Ability to ensure the project is completed on-time and within budget	
4	Responsiveness	
5	Quality of services provided	
6	Quality and accuracy of on-site inspection	
7	Ability to respond to feedback	
8	Professionalism	
9	Overall customer satisfaction	

Overall Comments:

Company providing Referral: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

Thank you for your time and effort. Please return this form to Mauricio Escarra at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at mescarra@balharbourfl.gov.

FORM 3
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Pursuant to Florida Statutes Section 287.087 ("Preference to Businesses with Drug-Free Workplace Programs"), whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES _____, NO _____

NAME OF BUSINESS: _____

SIGNATURE: _____

FORM 4
SWORN STATEMENT PURSUANT TO
FLORIDA STATUTE SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Bal Harbour Village, Florida.

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
 - Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

OR

Produced identification _____

Type of identification

Notary Public, State of

My commission expires:

Printed, typed or stamped commissioned name of notary public

BAL HARBOUR

- VILLAGE -



RFQ NO. 2023-04
**GENERAL TRANSPORTATION PLANNING AND
TRAFFIC ENGINEERING CONSULTANT SERVICES**

August 28, 2023 • 3:00 pm

THE CORRADINO GROUP

BAL HARBOUR

- VILLAGE -



RFQ NO. 2023-04 GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTANT SERVICES

SECTION 4.7.1 COVER PAGE



BAL HARBOUR

- VILLAGE -

Proposal Submitted by

THE CORRADINO GROUP

in response to

RFQ NO. 2023-04

GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTANT SERVICES

OFFICERS

Joseph C. Corradino, PE- Chief Executive Officer; Joseph M. Corradino, AICP - President;
Frederick C. P'Pool - Chief Operating Officer

CONTACT PERSON

Eric Czerniejewski, PE, ENV SP
4055 NW 97th Avenue, Suite 200, Miami, FL 33178
P: 305.594.0735 • C: 954.605.7373 • F: 305.594.0755 • E: eczerniejewski@corradino.com

BAL HARBOUR

- VILLAGE -



RFQ NO. 2023-04 GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTANT SERVICES

SECTION 4.7.2

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BAL HARBOUR

- VILLAGE -



RFQ NO. 2023-04 GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTANT SERVICES

SECTION 4.7.3

SECTION 4.7.3 INTRODUCTION LETTER

ENGINEERS • PLANNERS • PROGRAM MANAGERS • ENVIRONMENTAL SCIENTISTS

August 28, 2023

Village of Bal Harbour
Village Hall
655 96th Street
Bal Harbour Village, Florida 33154

Attn: Mauricio Escarra, Police Captain

We look forward to delivering excellence to the Village of Bal Harbour on this Contract!

RE: RFQ #2023-04 – General Transportation Planning and Traffic Engineering Consultant Services

Selection Committee Members:

The Corradino Group, Inc. (Corradino) is pleased to present this Statement of Qualifications in response to the notice released by the Village of Bal Harbour (Village) for General Transportation Planning and Traffic Engineering Consultant Services. Corradino will be joined by National Data and Surveying, Inc. (NDS) who will handle the traffic data collection services for this project. This includes the aerial drone images and videos of the corridor that we have collected for this technical statement of qualifications. We are confident that we meet all the minimum requirements and special conditions of this request for qualifications.

Corradino has carefully reviewed the scope of services and fully understands the effort required to provide the Village with General Transportation Planning and Traffic Engineering Consultant Services for the traffic analysis of State Road A1A/ Collins Avenue between 96th Street to the South and Haulover Inlet to the North. In addition, there will be traffic analysis for State Road 922/96th Street between State Road A1A/Collins Avenue and 500 Block/Bal Harbour Shops Entrance/Exit.

Corradino is familiar with the traffic circulation and transportation infrastructure in this coastal portion of Miami-Dade County. Corradino assisted the Village with the traffic impact study for the Bal Harbour Shops expansion in 2015. Corradino has also worked with neighboring Town of Surfside on the update to the Townwide Traffic Study and other related traffic analysis. This included traffic analysis of the State Road 922/96th Street corridor between State Road A1A/Collins Avenue and Bay Drive. Corradino has the expertise to provide these services seamlessly from the initial traffic study methodology meeting to the final traffic study deliverable ensuring that the key grant requirements and traffic study elements from all the key agency stakeholders are addressed.

Corradino is the consultant of choice that understands how municipalities work. Corradino is this consultant and has tailored its municipal services department for these types of contracts. Corradino works with countless coastal communities who have similar transportation infrastructure challenges. Our experience and technical expertise working with the Town of Surfside, City of Miami Beach, City of Sunny Isles Beach, City of Aventura, City of Miami, Town of Cutler Bay, Village of Palmetto Bay, City of Fort Lauderdale, City of Hollywood, City of Hallandale Beach, City of Dania Beach, City of Pompano Beach, City of Boca Raton, City of West Palm Beach and Town of Palm Beach allows us to continue to provide our Transportation Planning and Traffic Engineering through a lens of Resilience.

Joseph M. Corradino, AICP, President of Corradino, will be the Principal-in-Charge for this contract and can be contacted at 305.606.2364 with an office address of 4055 NW 97th Avenue, Suite 200, Miami, FL 33178. Mike Ciscar, the Vice President of Engineering and Planning will be the QA/QC Officer on this contract. They will both be authorized to make representations for the Corradino Team. The Project Manager and Lead Traffic/Transportation Engineer will be Eric Czerniejewski, PE, ENV SP, a Florida registered professional engineer since 2001 and the Florida Director of Traffic Engineering. As Project Manager, Eric will ensure that resources are used in the most effective and efficient manner and will be the primary liaison with the Village throughout this entire contract. Eric will utilize his background as a licensed

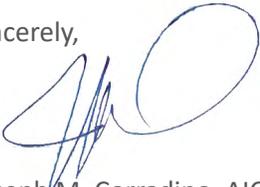
ENGINEERS • PLANNERS • PROGRAM MANAGERS • ENVIRONMENTAL SCIENTISTS

professional engineer and his extensive experience in traffic engineering and transportation planning for municipal projects to ensure this contract is successful. Eric supported the Village on the recent Miami-Dade TPO Transportation Alternatives Grant Application for the Collins Avenue Corridor Infrastructure Project Phase I and the FDOT CIGP grant application for the Collins Avenue Corridor Traffic Study. As you will see within our detailed Statement of Qualifications, Corradino meets the minimum qualifications for this contract as a firm specializing in Transportation Planning and Traffic Engineering and with our experienced Principal-in-Charge and Project Manager. Our approach is to listen, understand what our clients want, then provide options to achieve goals efficiently and effectively.

The Corradino Team led the Miami-Dade TPO SMART Plan North Corridor project for the Miami-Dade TPO. The Miami-Dade SMART Plan was a national example for the integration of transportation and land-use. In addition to the North Corridor, Corradino's Project Manager for this contract was also the Project Manager for the Miami-Dade SMART Plan South Dade Transitway Corridor project. This extensive expertise in these two corridors will be an asset to the Village of Bal Harbour when advancing the Complete Streets Multimodal vision for the State Road A1A/Collins Avenue corridor.

We appreciate the opportunity to respond to this request and know that given the opportunity, the Village will benefit from our extensive experience in the industry. You will find through the due diligence process of Corradino's provided references that Corradino's past performance as it specifically relates to working on Municipal Transportation Planning and Traffic Engineering Task Work Orders brings significant depth of technical expertise and knowledge. Client satisfaction remains our underlying theme and is the most important part of any statement on past performance. We are committed to meeting the Time and Budget requirements for this contract and are ready to continue our traffic engineering services on this important corridor for the Village of Bal Harbour.

Sincerely,



Joseph M. Corradino, AICP – President
The Corradino Group, Inc.

BAL HARBOUR

- VILLAGE -



RFQ NO. 2023-04 GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTANT SERVICES

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SECTION 4.7.4



FIRM OVERVIEW

Corradino has provided engineering design, planning, traffic engineering and construction management services to government and the private sector for over 50 years. Corradino maintains a staff of 200+ employees with extensive experience in successfully completing both small- and large-scale projects, many of which are complex.

Our staff has accreditations such as: PE, AICP, AICP CTP, CIP, PTOE, ENV SP, RA, NCARB, and LEED AP-O&M. Our project experience has encompassed a wide range of services, such as:

- Civil Engineering;
- Transportation Planning;
- Travel Demand Modeling;
- Urban Planning and Community Development;
- Transit Planning and Engineering;
- Traffic Engineering;
- Bicycle and Pedestrian Planning;
- Design/Build Services;
- Construction Engineering and Inspection;
- Rail and Freight Planning;
- Public Involvement/Community Outreach;
- Environmental Assessment and Mitigation;
- Highway and Bridge Design;
- Project Fee Analysis;
- Aviation Planning and Engineering; and
- Property Acquisition and Relocation.

The essence of our message is: We have worked for over five decades on project after project, for repeat clients. Our success is built on delivering a quality product developed through an inclusive planning process and effective communications.

COMPANY INFORMATION

NAME OF BUSINESS

The Corradino Group, Inc.

ADDRESS/PHONE/FAX/WEB

4055 NW 97th Avenue, Suite 200
 Miami, FL 33178
 P: 305.594.0735 • F: 305.594.0755
 www.corradino.com

CONTACT PERSON

Eric Czerniejewski, PE, ENV SP
 P: 305.594.0735 • C: 954-605-7373
 E: eczerniejewski@corradino.com

BUSINESS HOURS

M-F, 8AM - 5PM

LEGAL STATUS

Corradino is a C Corporation

DATE/LOCATION INCORPORATED

1970/Louisville, Kentucky

PARENT OR SUBSIDIARY BUSINESS

Parent

Corradino is headquartered in Doral and licensed to do business in the State of Florida.

As the Village of Bal Harbour (Village) prepares to select a Consultant Team to provide General Transportation Planning and Traffic Engineering consultant services, it is imperative for the Village’s selected consultant to be readily available to take on the traffic engineering analysis and transportation planning efforts along the State Road A1A/ Collins Avenue corridor; to maintain the project budget; and to have the qualified staff to complete this project on schedule. It is also key to have staff that is intimately knowledgeable of the Village’s traffic and transportation infrastructure, has a thorough understanding of the current traffic circulation throughout the Village of Bal Harbour and surrounding communities such as the Town of Surfside and has a firm grasp of the goals and objectives for the future of traffic and transportation for the Village.

Work for this contract and task work order project will be performed primarily from our corporate Headquarters in Miami, Florida with support from our other office locations. The Principal-in-Charge of this effort will be Joseph M. Corradino, President (Miami Office). Mike Ciscar, the Vice President of Engineering and Planning (Miami office) will be the QA/QC Officer on this contract. The Project Manager and Lead Traffic/Transportation Engineer will be Eric Czerniejewski, PE, ENV SP a Florida registered professional engineer since 2001 and the Florida Director of Traffic Engineering. As Project Manager, Eric will ensure that resources are used in the most effective and efficient manner and will be the primary liaison with the Village throughout this entire contract. Eric will utilize his background as a licensed professional engineer and his extensive experience in traffic engineering and transportation planning for municipal projects to ensure this contract is successful.

PROPOSER’S EXPERIENCE

Corradino has been providing traffic engineering and transportation planning services for over 50 years to government agency clients including numerous Florida municipalities. Corradino is currently providing traffic engineering and transportation planning services to the following South Florida municipal clients including several coastal communities like the Village:

Miami-Dade County

- City of Aventura
- Town of Cutler Bay
- City of Doral
- Village of El Portal
- City of Hialeah
- City of Homestead



- Village of Key Biscayne
- Town of Medley
- City of Miami
- City of Miami Beach
- City of North Miami Beach
- Village of Palmetto Bay
- City of Sunny Isles Beach
- Town of Surfside



Broward County

- City of Coconut Creek
- City of Cooper City
- City of Dania Beach
- Town of Davie
- City of Fort Lauderdale
- City of Hallandale Beach
- City of Hollywood
- City of Miramar
- City of Oakland Park
- City of Pembroke Pines
- City of Plantation



CITY OF FORT LAUDERDALE



Palm Beach County

- Town of Palm Beach
- City of West Palm Beach
- City of Greenacres
- Village of Palm Springs



Project experience is provided as part of the project sheets included within this statement of qualifications.

PRINCIPAL-IN-CHARGE EXPERIENCE



Joseph, M. Corradino, AICP is the firm’s President will be Principal-in-Charge and Lead Transportation Planner on this contract. Mr. Corradino has over two decades of municipal experience in performing transportation master plans, traffic calming, transit analysis, bicycle and pedestrian studies, complete streets, land use, zoning and high-level staff support. Joe Corradino knows well what it takes to be successful in project development, because he is a professional consultant serving as a high-level municipal government staff member and as an elected official, most currently as Mayor of Pinecrest, FL. Mr. Corradino is expert at working with the public, business community and appointed and elected bodies, in explaining the results of such analysis. This skill is critical in the credibility and acceptance of transportation planning and traffic engineering analysis. As a consultant he has intimate

experience with local government, having served as high level department head staff in several cities. For example, he has been the Development Services Director for the City of Homestead one of the largest, fastest growing cities in our county, since 2011. Few consultants have this background. Mr. Corradino has won awards for his work from the American Planning Association, the Florida Redevelopment Association, and others. He currently serves as a board member of the South Florida Regional Planning Council, a board member of the Florida League of Cities, and a member of the Miami-Dade County Board of Rules and Appeals.

transit and multimodal projects, and will lead a group of professionals who have extensive municipal experience in similar task work order contracts. Eric is the right Project Manager and Transportation lead for this Contract and has recent relevant Project Management experience including serving as Project Manager on the current Traffic Engineering and Transportation Planning on call contracts with nearby Town of Surfside and City of Miami Beach. Eric is also serving on similar on-call Traffic Engineering and Transportation Planning contracts for South Florida municipal coastal communities such as the Town of Palm Beach, City of Fort Lauderdale, City of Hollywood, City of Pompano Beach, City of Sunny Isles Beach, Town of Surfside, City of Miami, Village of Palmetto Bay and the Town of Cutler Bay. Eric was also the Project Manager for the Miami Dade TPO SMART Plan GEC working on the South Dade Transitway project. The South Dade Corridor includes a Bus Rapid Transit (BRT) line running 20 miles from the Dadeland South Metrorail Station along the existing South Dade Transitway to the Southwest 344th Street Park & Ride. The BRT system will provide rail-like travel time, iconic stations, near-level boarding through all doors and prepaid fares for speedy access.

PROJECT MANAGER EXPERIENCE



Eric Czerniejewski, PE, ENV SP is the Florida Director of Traffic Engineering for Corradino. Eric will serve as Corradino’s Project Manager and Traffic Engineering lead for this contract. Eric has over 26 years of experience associated with a wide range of traffic engineering, transportation planning, roadway,



PROJECT TEAM EXPERIENCE

► **Town of Surfside General Traffic and Transportation Engineering Services**

Project Description: Consultant on the Continuing Services Contract serving as Engineer of Record for traffic and transportation engineering task work orders. Provided a variety of traffic and transportation engineering services including DRC traffic engineering review, intersection analysis, signalization analysis and design, roundabout analysis and design, roadway level of service analysis, school traffic operational analysis, city-wide traffic modeling, city-wide traffic count database maintenance, corridor signal timing progression analysis, traffic calming and neighborhood traffic mitigation, responded to citizen inquiries and coordinated the interests of the Town with the Miami Dade County Department of Transportation and Public Works, FDOT District VI and other key stakeholder government agencies. The Consultant completed a variety of traffic and transportation engineering and transportation planning services including the following task work order assignments:

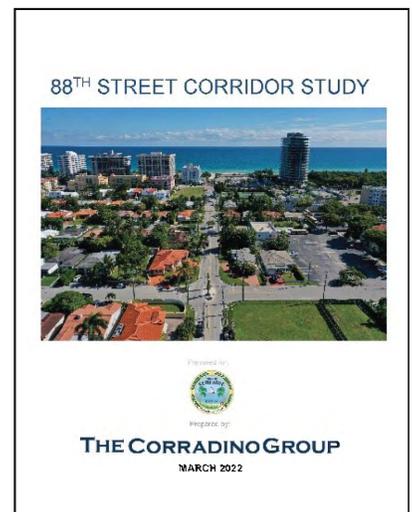
- Townwide Traffic Study
- SR A1A Collins Avenue Traffic Signal Warrant Analysis
- One-Way Pilot Program
- Speed/Volume Traffic Study
- 88th Street Corridor Study
- Surfside Tennis Center Improvements

Project Client: Town of Surfside
9293 Harding Avenue, Surfside, FL 33154

Client Contact: Hector Gomez, Town Manager
305.861.4863
hgomez@townofsurfsidefl.gov

Project Cost: Various per Task Work Order

Project Date: 05/15-Present



► **Town of Palm Beach Commercial Areas Traffic Analysis**

Project Description: The Consultant provided traffic engineering review services related to a review of the traffic impact of the existing restaurants in the commercial areas, evaluation of the existing parking supply in the commercial areas and a review of the origin and destination of the traffic traveling into the commercial area daily. The Consultant collected morning and afternoon peak hour turning movement counts on a typical weekday (during school) at 23 intersections within the project radius of influence. The Consultant utilized Big Data via Streetlight InSight platform to measure multimodal vehicle travel movements and patterns between traffic analysis zones.

The Consultant performed an Intersection capacity analysis for the subject intersections using software based on the Highway Capacity Manual (HCM) methodology. The analysis was performed for morning and afternoon peak hour conditions using Synchro 11 software. The analysis scenarios included the existing year (2022) and the future year (2027) with alternative commercial uses. The Consultant evaluated the travel time and delay of the intersection network using



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Synchro 11 software. The Intersection capacity analysis included a queueing evaluation of the bridge openings over the Lake Worth Lagoon at the Southern Blvd Bridge, Royal Palm Way Bridge and Royal Poinciana Way Bridge. The queueing evaluation determined if there is an impact to the nearest signalized intersection to the east of each bridge crossing in the Town of Palm Beach. Coordination with Palm Beach County and the Florida Department of Transportation occurred regarding signal timing, coordination at the Royal Palm Way Bridge and adjacent traffic signals both in the Town of Palm Beach and the City of West Palm Beach.

Project Client: Town of Palm Beach
360 S. County Road, Palm Beach, FL 33480

Client Contact: Wayne Bergman, MCP, LEED AP, Director of Planning, Zoning and Building
561.227.6426
wbergman@townofpalmbeach.com

Project Cost: \$450,000
Project Date: 11/22-08/23

► US-1/SR-5/Federal Highway at SW Palm City Road Multimodal Intersection Improvement Feasibility Study

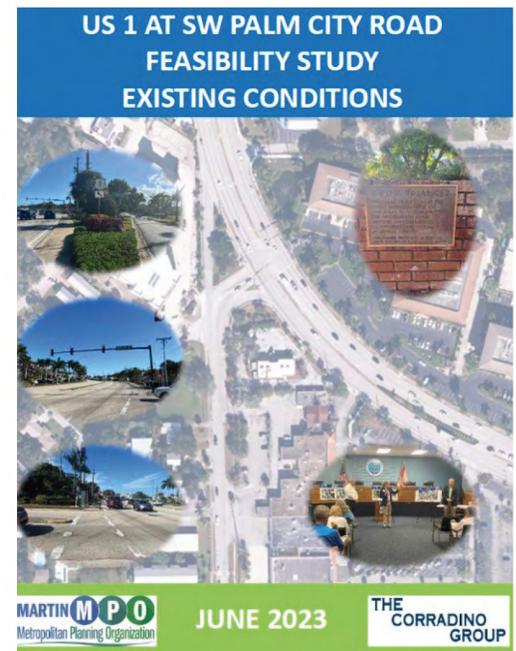
The intersection of US 1/SR 5/Federal Highway and SW Palm City Road in Stuart, FL facilitates high speed right turns from southbound US 1 onto southbound SW Palm City Road. SW Palm City Road is an attractive alternative parallel route to SR 76/Kanner Highway; however, because of its primarily residential land use, lower traffic speeds are appropriate. To help manage speeds along SW Palm City Road and improve safety and mobility for all modes at the subject intersection, the Martin MPO issued this task work order to evaluate conceptual design alternatives and gather input from the public and relevant stakeholders to select a recommended alternative to eliminate the free flow right and replace it with a hard right turn lane at the signalized intersection. The scope of work included traffic data collection (intersection manual turning movement counts, speed volume tube counts), field review, multimodal evaluation, traffic operational analysis, alternatives evaluation and concept development. The following are the key project phases.

1. Existing Conditions Evaluation
2. Alternative Development and Evaluation
3. Conceptual Layout and Cost Estimating
4. Final Report

Project Client: Martin MPO
3481 SE Willoughby Boulevard, Suite 101, Stuart, FL 34994

Client Contact: Joy Tracy Puerta, Planner
772.320.3015
jpuerta@martin.fl.us

Project Cost: \$63,000.00
Project Date: 10/22-08/23



► Town of Cutler Bay Traffic Engineering Services

Traffic Consultant on the Continuing Services Contract serving as Engineer of Record for traffic engineering task work orders. Provided a variety of traffic and transportation engineering services including in house support, DRC traffic engineering review, intersection analysis, signalization analysis and design, roundabout analysis and design, roadway level of service analysis, public school traffic operational analysis, city-wide traffic modeling, city-wide traffic count database maintenance, corridor signal timing progression analysis, traffic calming and neighborhood traffic mitigation, responded to citizen inquiries and coordinated the interests of the City with the Miami Dade County Department of Transportation and Public Works, FDOT District VI and other key stakeholder government agencies. The Corradino Group also completed the updates to the Transportation Element of the Growth Management Plan, the Transportation Master Plan Update and the Complete Streets Corridor Analysis. The Corradino Group assisted the Town in modifying their Land Development Code to create new criteria for the completion of Development Traffic Studies by the Town’s General Engineering Consultants. The Corradino has completed traffic impact studies for the Town for the following development projects:

- Cutler Gate
- Century at Cutler Bay
- ARQ 211
- Saga Bay
- Cutler Bay Emergency Room
- Caribbean Breeze
- Raising Canes
- The Contemporary at Cutler Bay
- Alorica Mixed Use
- Southland Mall Redevelopment

Project Client: Town of Cutler Bay
10720 Caribbean Boulevard, Suite 105, Cutler Bay, Florida 33189

Client Contact: Rafael Casals, CFM, ICMA-CM, Town Manager
305.234.4262
rcasals@cutlerbay-fl.gov

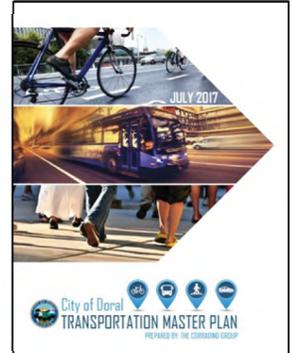
Project Cost: Work Order Based
Project Date: 03/15- Present



► The City of Doral Transportation, Planning and General Engineering Services

Transportation Master Plan

As the transportation, planning and general engineering consultant, Corradino developed the City's first transportation master plan, reviewed developments, traffic impact analysis, developed one of the most successful municipal circulator systems, and provides in house staff to assist in day to day planning and engineering functions including General traffic engineering services to include, but not limited to, traffic counts, field observations, roadway capacity/level-of-service (LOS) analyses, traffic surveys, road safety analyses, parking and site plan studies/reviews, review of traffic impact analyses of proposed land developments, etc. Corradino also provided in house support especially during the implementation of the trolley circulator.

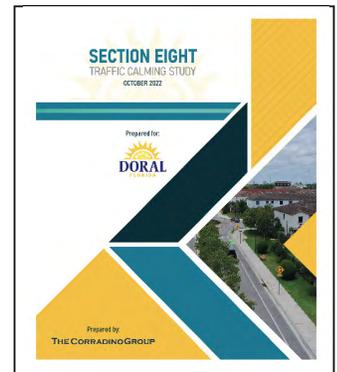


Transit Mobility Plan

As a newly incorporated municipality, Doral wanted to create a multimodal transportation infrastructure to enhance its existing network of roadways, involving pedestrian, bicycling, vehicular, freight, and mass transit elements. Through the development and adoption of a Transportation Master Plan, Doral was able to attain funding from the People's Transportation Plan, which has been instrumental in the implementation of its Trolley Circulator system, a project which Corradino also assisted the City in developing. This Master Plan focused on an intensive public involvement process would build consensus on projects developed in the areas of roadway capacity, alternative modes, and transportation demand management. A set of 27 projects was developed in these areas and implemented in a 5-year Capital Improvements Plan.

Section Eight Traffic Calming Study

Corradino provided traffic calming features for the Section Eight neighborhood in Doral, Florida. The objective of this study was to determine if improvements are necessary to maintain the quality of life for the residents by managing traffic concerns in an appropriate fashion to minimize through-traffic intrusion into the residential neighborhood and to maintain vehicle speeds at suitable levels. Two public involvement meetings were held to engage residents in the local area. Following traffic count and speed measurements, traffic calming measures were recommended.



Project Client: City of Doral
8401 NW 53rd Terrace, Doral, Florida, 33166

Client Contact- Rita Carbonell, Assistant Public Works Director
305.593.6740
rita.carbonell@cityofdoral.com

Project Cost: Work Order Based
Project Date: 12/15 – Present

► Las Olas Boulevard Streetscape Corridor Analysis

Project Description: The City of Fort Lauderdale commissioned this Streetscape Corridor Analysis along Las Olas Boulevard to further identify opportunities and challenges to provide key components of a vision that will help determine the future development of the area. The City of Fort Lauderdale is committed to promoting safe, accessible, multi-modal travel evidenced by its implementation of Complete Streets and Vision Zero policies. As the major thoroughfare connecting Downtown Fort Lauderdale and Central Beach, Las Olas Boulevard must balance moving people efficiently through a balance of transportation needs, inclusive of pedestrian, bicycling, vehicular, and transit modes, with space programmed to safely accommodate other micromobility such as scooters.

The successful conceptual design was achieved through the scope of services which met the following broad goals:

Ensured a consensus vision that enhances the branding for the Boulevard and the City’s branding as both an international destination and the place for live, work, and play in South Florida. Created a coordinated, iconic, context-sensitive design for the five distinct character areas. The Las Olas Corridor Vision strikes a balance between the needs of drivers from the beach and the residential areas to the east, and the needs of retail, office, and public space and event uses along Las Olas Boulevard. Developed a safe, comfortable network for pedestrians and bicyclists through the entire 2.4-mile segment that connects with other existing and planned pedestrian and bicyclist networks, as well as provided for first and last mile connections to both land and water transit services. Coordinated a conceptual design with other planning initiatives that strive to address climate change.

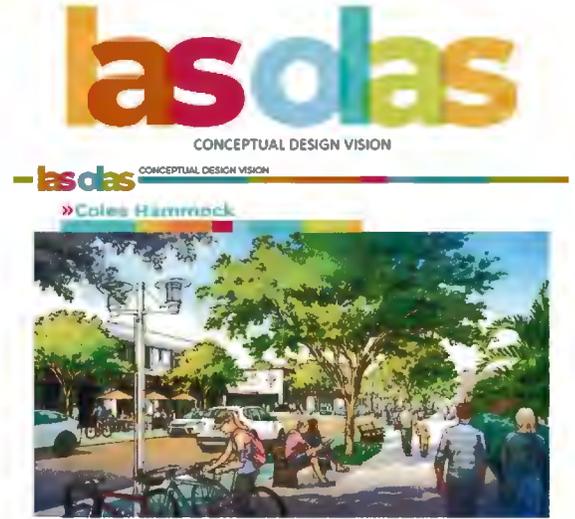
A balance was struck between the unique needs of people driving, people walking, people biking, and of special events while elevating the safety for all modes. This balance preserved the character of adjacent neighborhoods while also defining the future of this iconic boulevard. The conceptual design determined at the conclusion of this visioning process identified the elements needed for the complete reconstruction of the Boulevard.

The traffic analysis included a review of the existing and future 2040 conditions. The evaluation included intersection capacity analysis at all the key signalized intersections, road segment link analysis to determine use of right-of-way width for all modes of transportation, speed study to determine the corridor target speed for each character area and a safety review to determine high crash locations including bicycle and pedestrian crashes. The traffic study contemplated neighborhood intrusion and if certain vehicle movements should be restricted.

Project Client: City of Fort Lauderdale Transportation and Mobility Department
290 NE 3rd Avenue, Fort Lauderdale, FL 33301

Client Contact: Ben Rogers, Director of Transportation and Mobility
954.828.3781
Brogers@fortlauderdale.gov

Project Cost: \$765,000
Project Date: 08/19- 06/21



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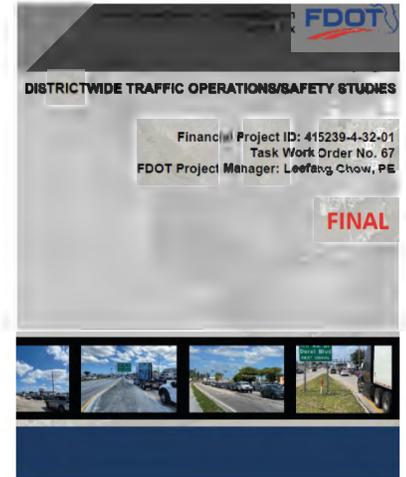
GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTANT SERVICES

BAL HARBOUR
- VILLAGE -

► FDOT D6 Districtwide Traffic Operations/Safety Studies

Project Description: Subconsultant to Choice Engineering, Inc. providing traffic engineering services to produce the following to support the Hazard Reduction Program, the Safe Routes to School Program, and further the Strategic Highway Safety Plan.

- Safety Studies
- ped/bike studies
- office based fatal crash review
- field based fatal crash reviews
- RRR safety reviews
- Road Safety Audits
- Signal Warrant Analysis
- Qualitative Analysis reports
- Technical Memorandums
- overall traffic engineering studies (including traffic data collection)



Pedestrian studies have included SR 9/NW 27 Avenue (87240000) at NW 7 Street (MP 2.722). These studies included 3-day, 12-hour pedestrian crossing data, pedestrian gap and vehicle speed data, assessment of pedestrian operation and safety conditions, establishing the need and selecting the appropriate pedestrian crossing treatment, conceptual design, and potential safety benefits.

In addition, intersection safety and operational studies included SR 969/NW 72 Avenue (87027000) at SR 948/NW 36 Street (MP 3.259). These intersection studies included turning movement counts, vehicle hose counts, crash analysis and collision diagram developments, assessment of operation and safety conditions, conceptual design, and potential safety benefits.

Project Client: Choice Engineering Consultants, Inc.
12855 SW 132nd Street, Suite #200, Miami, FL 33186

Client Contact: Carlos Francis, PE, PTOE, RSP1, President
786.250.5526

Project Cost: \$100,000
Project Date: 09/19-08/21

► Broward Commuter Rail South PD&E Traffic Analysis

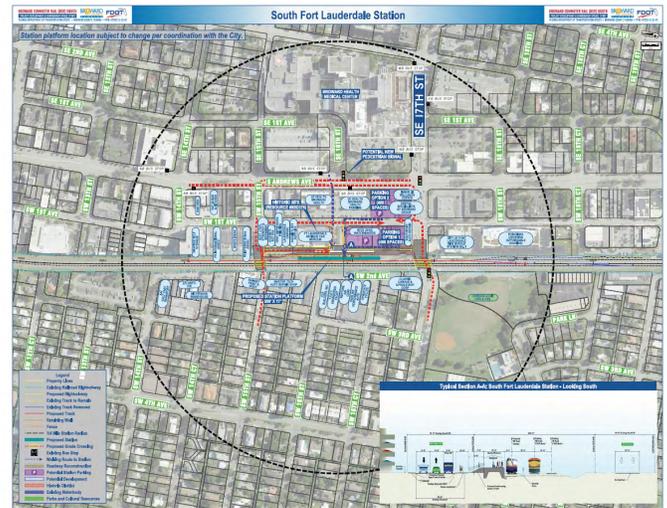
Project Description: The Florida Department of Transportation (FDOT) District Four and Broward County have entered a Memorandum of Understanding to continue efforts to improve mobility in the southeast Florida region. The objective of the Broward Commuter Rail (BCR) PD&E Study is to develop and analyze alternatives that integrate passenger and freight service along the Florida East Coast (FEC) Railway. The purpose of the study is to address congestion issues and to support economic as well as land development policies in the eastern area of Broward County by improving mobility. The BCR south is a 13-mile segment from Aventura in north Miami-Dade County to Fort Lauderdale Hollywood International Airport in central Broward County. This commuter rail service will include the necessary rail, signaling, safety and communications improvements, and passenger amenities. Up to nine potential stations will be studied and evaluated within the study limits.



A traffic methodology memorandum was approved which identified the parameters, tools, assumptions, approach, and primary areas of focus for preparing the traffic analysis. It defined the level and method for analyses required to prepare and execute the traffic operational analysis. The traffic operational analysis was conducted at two types of locations throughout the study limits:

- At-Grade Railroad Crossings
- Station Areas

The traffic operational analysis was performed for the existing, opening and design years to compare the results and document any potential cross street impacts with the proposed train traffic, demand and stations use as part of this project. This analysis determined if any significant queues and/or delays from additional gate closures and new station parking lots will impact the east/west and north/south arterial corridor operations. The project included traffic data collection, travel demand forecasting, microsimulation traffic modeling using Synchro and Vissim and traffic operational calibration. The traffic analysis was summarized in report format with key performance indicators established for arterial corridor travel time and delay and specific vehicle queue stacking during various train events.



Project Client: Florida Department of Transportation (FDOT)
3400 West Commercial Boulevard, Fort Lauderdale, FL 33309

Client Contact: Phil Schwab, PE
954-777-4090
phil.schwab@dot.state.fl.us

Project Cost: \$800,000
Project Date: 09/22-July 23

► Metro Nashville Public Works Signal Timing Services

Project Description: Corradino served as a subconsultant performing signal timing and coordination updates for several corridors in Metro Nashville. Corradino verified signal timing models created in Synchro of existing conditions, reviewed and verified proposed signal timing Synchro models for five time-of-day plans (plus holiday plans for two corridors), reviewed timing sheets for traffic signal controller implementation, and verified timings in the field and made timing adjustments to support the development of countywide signal timing plans for approximately 150 signalized intersections along four corridors. This project had a short schedule, from beginning of the project to implementation was nine months.

Project Client: Metro Nashville-Davidson County (Prime – Volkert)

Client Contact: Chip Knauf
615.880.2443
Chip.Knauf@nashville.gov

Project Cost: \$200,000
Project Date: 02/16-02/18



► Broward County Adaptive Traffic Signal Control Corridors

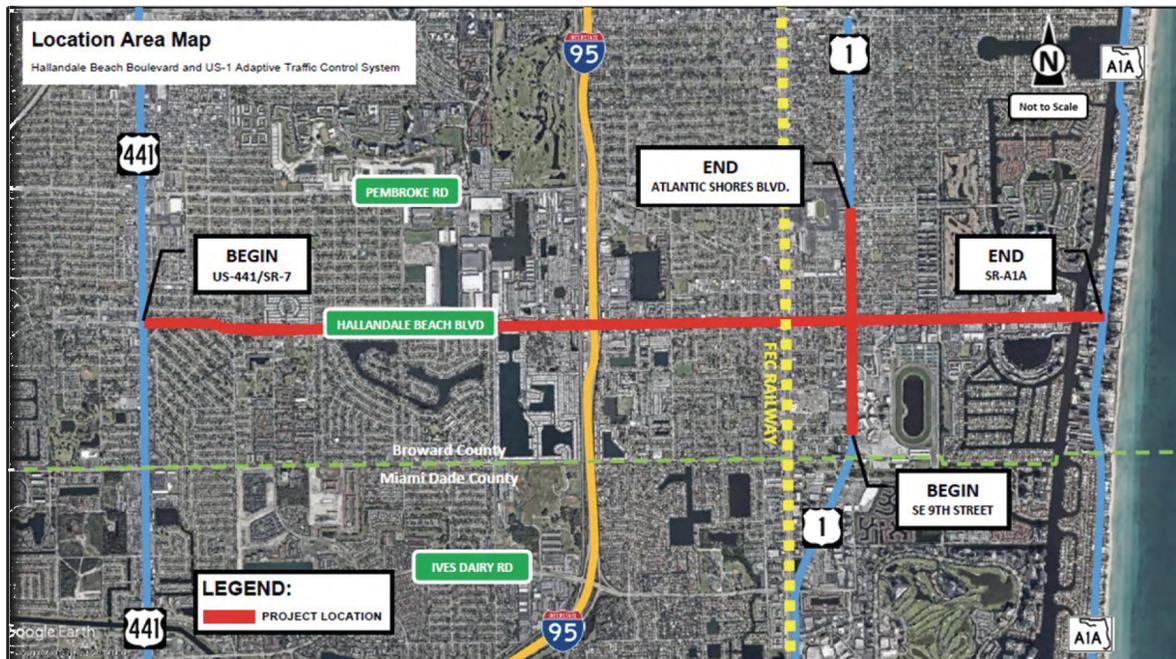
Project Description: The Consultant provided traffic engineering analysis and design for the installation of an Adaptive Traffic Control System (ATCS) along Hallandale Beach Boulevard from SR-7 to A1A and US-1 from SE 9th Street to Atlantic Shores Boulevard. The objective of this corridor design project is to provide optimized signal timing plans based on the real-time traffic demands, then reduce traffic congestion and improve safety along Hallandale Beach Blvd. from SR-7 to A1A and US-1 from SE 9th St. to Atlantic Shores Blvd. The project entailed traffic signal control system improvements to support ATCS and signal performance measures at 26 signalized intersections within the project limits and in the County’s Transportation Management Center (TMC). These design improvements upgrade at least 18 existing signal cabinets and controllers to be NEMA type VI cabinets and 2070 LN ATC controllers, replace the existing stop bar video detection with the new one capable of high-resolution data collection, add advanced mainline detection that is compatible with the selected ATCS software. Additionally, the improvements provide Broward County with central management software to conduct signal performance measures, manage and monitor the transportation network within the project limits as a whole (e.g., transit signal priority, railroad preemption, draw bridge operation, etc.), and aggregate historic data.

The contract included the preparation of construction plans, specifications, calculations, reports and certifications for a complete construction contract document package. Scope includes signalization, Intelligent Transportation System (ITS), temporary traffic control, structures, geotechnical, Survey, mapping, Utility coordination, project management and coordination.

Project Client: BCC Engineering, Inc.
6401 SW 87th Avenue, Suite 200, Miami, FL 33173

Client Contact: Arturo Espinosa, PE
305.670.2350
aespinosa@bcceng.com

Project Cost: \$50,000
Project Date: 12/21-July 23



► Lee County MPO General Planning Consultant Services

Project Description: The Consultant provided various task work orders as directed by the Lee County MPO as part of the GPC contract. These included the following task work orders:

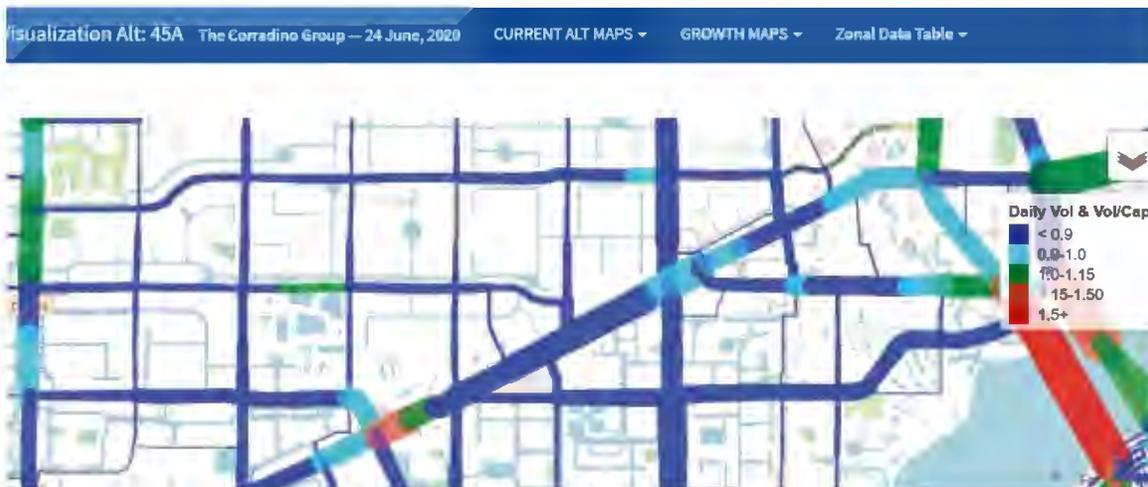
Vehicle, Bicycle and Pedestrian Crash Analysis- Provided vehicle, bicycle and pedestrian crash data in support of performance measures, safety outreach activities and before and after analysis of countermeasure improvements. Analyzed crash data to provide recommendations for implementation of safety improvements. Produced maps, graphics and tables to illustrate the results of the crash data analysis.

Lee County MPO Corridor Congestion Dashboard- Consultant will assist The Lee County MPO with the development of a Dashboard that can interactively display corridor congestion data on its major corridors for the existing and future conditions. The corridor congestion data will include, but not limited to average speeds, average traffic counts, congested miles travelled, vehicle miles travelled, number of lanes, functional class/facility type characteristics. The existing conditions data will be obtained from FDOT and various other data sources. The Dashboard will also present future conditions (2045 data), based on the District 1 Regional Planning Model (D1RPM). The Dashboard will be developed using the opensource R programming language and it will have no additional software ownership costs to the agency. The opensource platform will enable future enhancements to the dashboard as needed. The Dashboard will provide useful data summaries derived from detailed and complex databases such as RITIS/HERE. The Dashboard can help identifying the existing and future bottlenecks in the region and can help the MPO’s goal of identifying appropriate congestion mitigation strategies.

Project Client: Lee County MPO
815 Nicholas Parkway E, Cape Coral, FL 33090

Client Contact: Don Scott, Director
305.670.2350
dscott@leempo.com

Project Cost: \$100,000
Project Date: 07/21-July 23



► Downtown Boca Raton Traffic Study (Project Manager/Individual)

Project Description: Corradino was selected to provide traffic engineering and transportation planning services for the traffic analysis of numerous intersections in the Downtown area, including Palmetto Park Road and NE/SE 5th Avenue. The traffic study examined the safety and the operation of the intersection of Palmetto Park Road and NE/SE 5th Avenue and enumerated at least three viable improvement concept plans. The intersection of Palmetto Park Road and NE/SE 5th Avenue is in the heart of the Downtown area and a part of the Boca Raton Downtown Development of Regional Impact (DDRI). The stretch of Palmetto Park Road between Mizner Blvd and NE/SE 5th Avenue is also a part of the Boca Raton Pedestrian Promenade Vision for Downtown with the goal of it being a welcoming place for vehicles and pedestrians. NE/SE 5th Avenue and the intersection roadways just to the north of Palmetto Park Road are implementing the Context Sensitivity/Livability and Complete Streets with certain recreational destinations like Lake Wyman Park within this corridor. The limits were extended to include a few other intersections to determine the traffic intrusion along NE/SE 5th Avenue from the US-1 intersection. The extended limits and other intersections, including NE/SE Mizner Boulevard, provided current information on the traffic movements at that intersection with Palmetto Park Road.



One other local issue that affected the study area and all coastal communities in South Florida are the regularly scheduled bridge openings to allow for the maritime traffic on the intercostal waterway. This occurs just east of the intersection of Palmetto Park Road and NE/SE 5th Avenue. During field visits at the time of the study, it was observed that westbound vehicles were backing up on to the bridge approach during peak periods. The results of the traffic analysis and study were presented to the City Council, where they expressed consensus in supporting several short-term improvements and provided direction to city staff to move forward with the following in the Downtown:

- Re-establishing left-turn lanes along 5th Avenue and Palmetto Park Road
- Re-establishing left-turn lanes along Palmetto Park Road and Mizner Boulevard
- Adding preemptive signals and adaptive signals
- Adding traffic operations center staff

The final report recommended re-establishing left-turn lanes along Palmetto Park Road, which required the removal of landscaped medians that were intended to slow traffic and create a more walkable downtown area. Multiple public workshops were facilitated for this project, providing extensive public sentiment and input. The City of Boca Raton staff was directed by the City Council to move forward with the design and construction of the left-turn lanes, which will improve the traffic flow on Palmetto Park Road. The design, engineering, and construction of this improvement project was completed. Additional improvements to the intersection of Palmetto Park Road and NE/SE 5th Avenue, including the modification of the existing lane geometry and the addition of buffered bicycle lanes on both NE and SE 5th Avenue and South Boca Raton Boulevard were proposed. These supplemental improvements will require right of way acquisition by the City of Boca Raton and are still being considered.

Project Client: City of Boca Raton
2500 NW 1st Avenue, Boca Raton, FL 33432

Client Contact: Quan Yuan
561.416.3372

Project Cost: \$100,000
Project Date: 06/15-01/17

PROJECT APPROACH

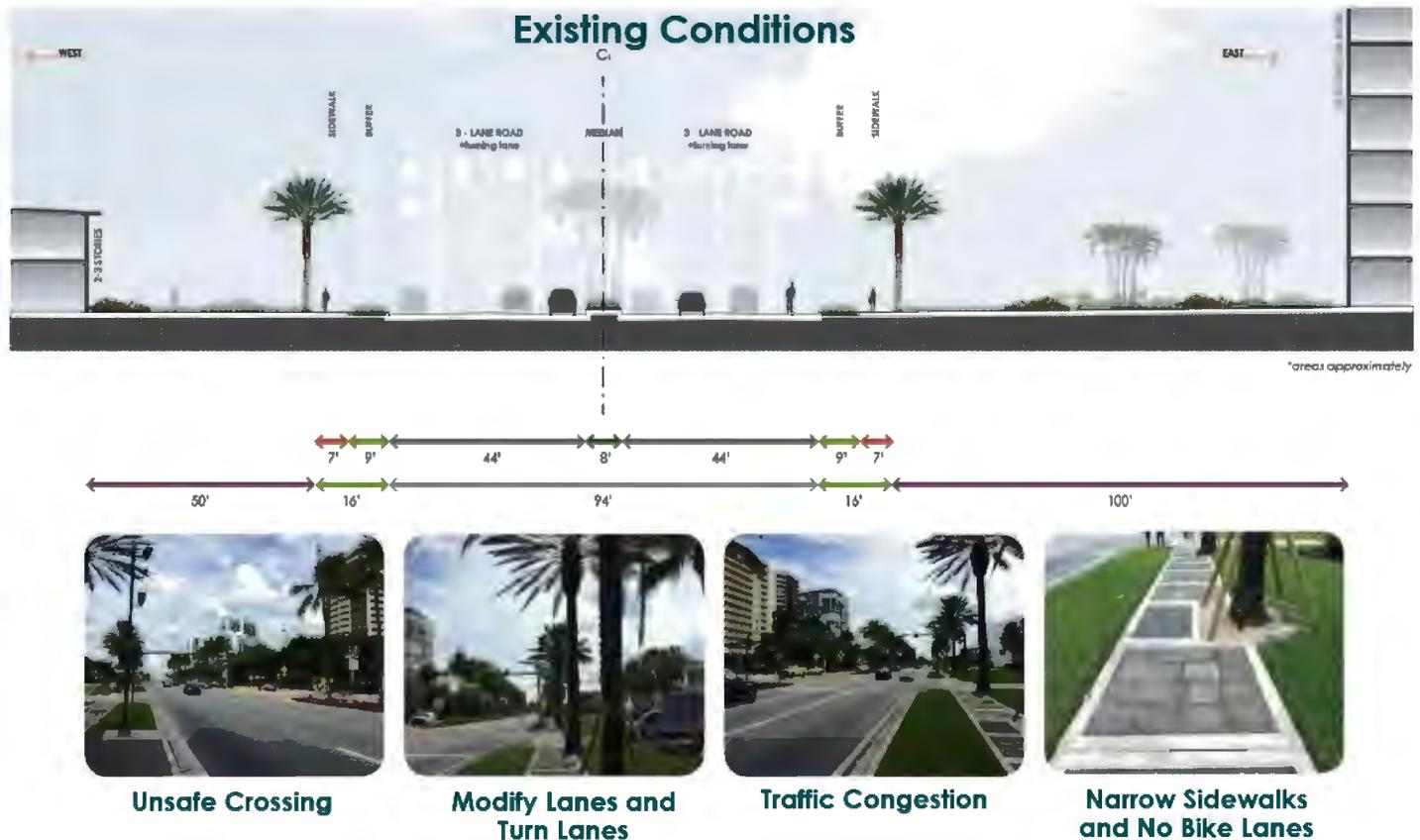
Corradino understands the ultimate contract goal of the proposed scope of work is to evaluate the traffic operations along State Road A1A/Collins Avenue between State Road A1A 922/96th Street to Haulover Inlet as well as the traffic operations on State Road 922/96th Street between State Road A1A/Collins Avenue and 500 Block/Bal Harbour Shops Entrance/Exit. Corradino has prepared this statement of qualifications which sets forth a clear, concise and thorough methodology and project approach to deliver this traffic study.



UNDERSTANDING THE VILLAGE NEEDS AND VISION

Bal Harbour has an overall vision for Bal Harbour Village and that includes being the safest residential community, with a beautiful environment and unparalleled destinations and amenities, providing exclusivity and access to ensure the highest quality of life for their residents, and with an unmatched experience for their visitors from around the world. This vision helps achieve our mission of delivering The Bal Harbour Experience - that distinctive feeling one experiences when living in or visiting our unique, elegant, curated and refined community. This includes great streets which are safe for all modes of transportation and can

provide connectivity to the Village’s destinations such as the beach and the Bal Harbour Shops. The Beautiful environment includes fusing casual elegance with tranquil coastal living presented through the lens of secluded beaches, lush landscaping, serene public spaces, well detailed sidewalks and jogging paths incorporated into the native environment. These signature amenities reflect the standards the community expects, and sets the tone which one recognizes upon arriving in Bal Harbour.



The Vision is based on the foundation of the following key elements:

- Developing and maintaining well-designed and modernized public facilities and infrastructure;
- Implementing smart policies and strategic solutions to address the challenges of today and to ensure that the Village remains a Resilient and Sustainable community able to protect their future; and
- Ensuring that both the perception and reality of safety in their community remains uncompromised.

The State Road A1A/Collins Avenue Corridor is identified as a project to be developed based on the results of the Landscape Architecture and Engineering Services RFQ from 2018. The goal and long-term outcome are to Plan and Redesign the Corridor in alignment with the FDOT's Complete Streets standards. The redesigning of the Collins Avenue Corridor will support the infrastructure of the area and will:

- Improve traffic and pedestrian circulation while reducing speeding and providing strategic signalization.
- Increase pedestrian safety along the corridor by providing a safe connection from the Jetty to 96 Street-end. Improve the overall windshield aesthetic of the Village with broad pedestrian linear park along the west side of Collins.
- Increase shade to support a walking community.
- Reduce number of lanes and add turns lanes to increase traffic flow.
- The Village expect that these infrastructure improvements along State Road A1A/Collins Avenue will have numerous project benefits which include Placemaking and Environment, Public Safety and Traffic Improvements.



PROJECT APPROACH AND METHODOLOGY

► CORRIDOR STUDY VISION

Corradino is ready to do a complete review of the traffic operations along State Road A1A/Collins Avenue between Haulover Park and 96th Street and along State Road 922/96th Street between State Road A1A/Collins Avenue and 500 Block/Bal Harbour Shops Entrance/Exit. This comprehensive and thorough traffic operational corridor study will be important information for advancing the Collins Avenue Corridor Infrastructure Project. Our study will provide a comprehensive view of the current traffic conditions along these corridors. Our study will include traffic data collection for the signalized and unsignalized

intersections along the 0.8 mile State Road A1A/Collins Avenue road segment and 0.25 mile State Road 922/96th Street corridor. This will include peak hour manual turning movement counts as well as pedestrian and bicycles present at each subject intersection. An intersection capacity analysis will be completed using Synchro software to determine the level of service, turn lane queue delays and other performance metrics.

In addition, we will collect continuous bidirectional pneumatic tube counts (speed and volume) to get an understanding of the total daily volume and travel speeds along the corridor. Our team will complete a safety review and research the five-year crash history using Signal Four Analytics along the State Road A1A/Collins Avenue corridor between State Road 922/96th Street and Haulover Inlet Bridge and on State Road 922/96th Street between State Road A1A/Collins Avenue and 500 Block/Bal Harbour

SECTION 4.7.4 MINIMUM QUALIFICATIONS

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Shops Entrance/Exit. This will provide insight to the safety issues along these roadway facilities and will include any pedestrian or bicycle fatalities.

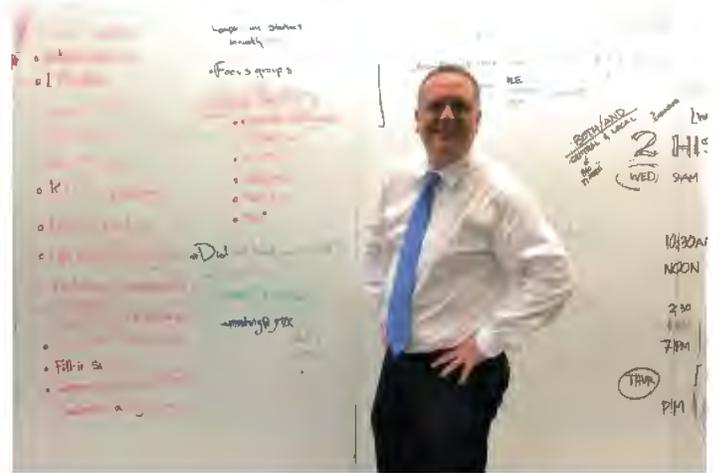
This traffic operational corridor study will be the basis of the expanded planning study which will investigate further the complete streets enhancements that may be feasible along this corridor. This early 360-degree approach will ensure that the appropriate design standards are applied to this corridor per the current FDOT Context Classification guide and updated 2023 Multimodal Quality/Level of Service Handbook. The future planning study will evaluate future technologies such as adaptive signal control, CAV programs such as the LiDar Roadway System which can aid in the reduction of vehicle to pedestrian intersection crashes.

► PROJECT MANAGEMENT

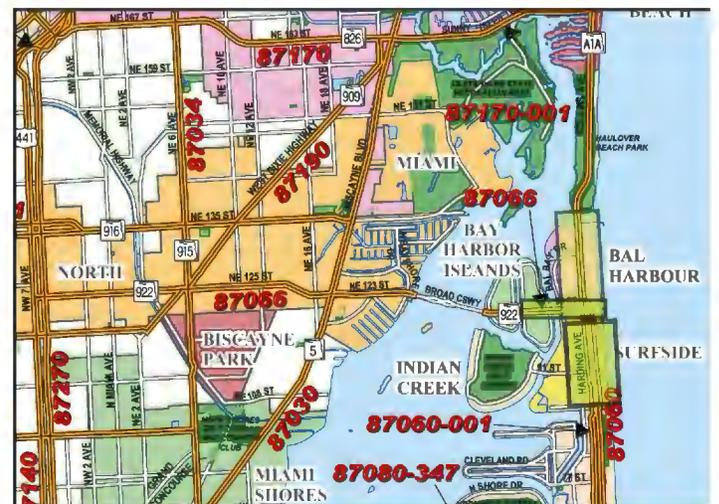


At Corradino, client relationships, budgets and schedules are paramount. We execute our Project Management plan to ensure these three pillars remain priorities. We will utilize experienced staff, advanced technology and communication to organize and meet the Village's needs by standardizing routine tasks to eliminate the opportunity for any deviations from the schedule. As an organizational approach to the management of all our ongoing operations the Corradino project management teams apply their experience, knowledge, skills, tools and techniques to meet the requirements of task work order assignments/projects like this traffic operational corridor study.

Eric Czerniejewski, PE, ENV SP has been selected as the overall Client Manager and Project Manager for these Transportation Planning and Traffic Engineering services. As the overall Client Manager, Eric will ensure that resources are used in the most effective and efficient manner and



will be the primary liaison with the City throughout the entire contract. Eric will utilize his background as a licensed professional engineer and his extensive experience in planning, design and construction of municipal projects to ensure that this work authorization/project is successful. As Client Manager and Project Manager, Eric will establish the scope of work and the associated fees and costs of this traffic operational corridor study for the City's review and approval. The Project Manager is also responsible for establishing the timeline and assigning tasks to the Team discipline leads and sub-consultants. Eric will finalize the proposed scope and fee document for this work effort and submit to the Village along with a final schedule or review and approval. Eric is unmatched in his traffic engineering experience in the Village of Bal Harbour and Town of Surfside area of Miami-Dade County and his understanding and knowledge of the Village's transportation initiatives and vision.



► **TRAFFIC STUDY METHODOLOGY**

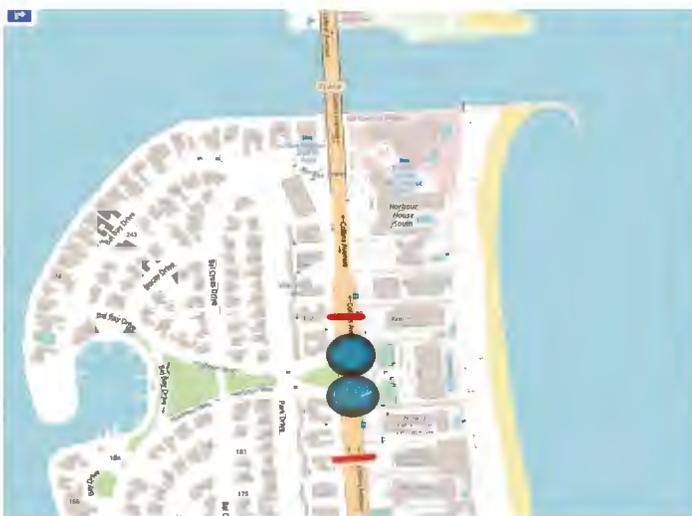
ROADWAY OWNERSHIP/CLASSIFICATIONS: It is important to understand the ownership and maintenance responsibilities for the roadway corridors to be analyzed. Per the latest Miami-Dade County Roadway Ownership/Functional Classification Maps, both State Road A1A/Collins Avenue and State Road 922/96th Street are State Maintained Principal and Minor Arterials. Any modifications to these facilities will need to gain the approval from FDOT and Miami-Dade County Department of Transportation and Public Works for any potential traffic signal modifications. The traffic study methodology memo should be reviewed and approved by both key stakeholder agencies.

TRAFFIC DATA COLLECTION: A kickoff meeting will be held with the Village to confirm the proposed traffic data collection. The proposed traffic data collection in the RFQ includes the following traffic count locations:

A. 4-Hour Turning Movement Counts (TMC's) One Weekday and Weekend:

Corradino's traffic data collection vendor, NDS, will collect manual turning movement counts including pedestrian and bicycles during the AM peak hour (7:00-9:00 A.M.) and PM peak hour (4:00-6:00 P.M.) at the following intersections within the corridor limits:

- i. SR A1A/Collins Avenue at Harbour Way (East)
- ii. SR A1A/Collins Avenue at Harbour Way (West)
- iii. SR A1A/Collins Avenue at Bal Harbour Shops Entrance/Exit (9700 Block)
- iv. SR A1A/Collins Avenue at Bal Harbour Shops Entrance/Exit (9800 Block)
- v. A1A/Collins Avenue at SR 922/96th Street
- vi. SR A1A /Collins Avenue at 95th Street
- vii. SR A1A /Collins Avenue at 94th Street

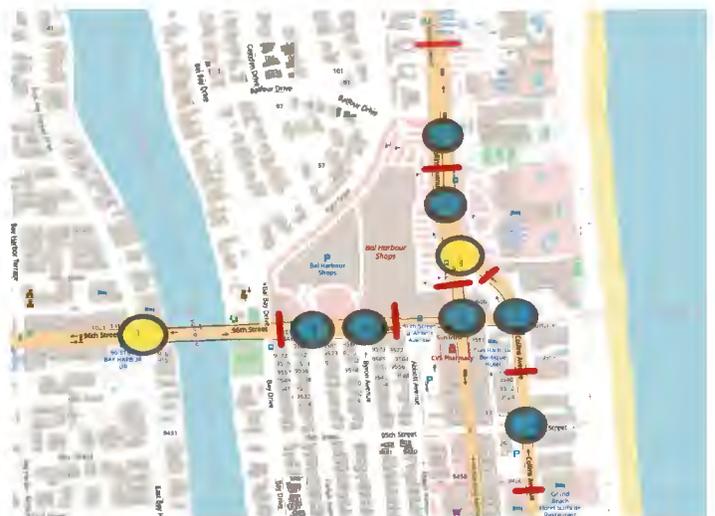


- viii. SR A1A /Collins Avenue at 93rd Street
- ix. SR A1A /Collins Avenue at 90th Street
- x. SR A1A/Harding Avenue at southern Bal Harbour Shops Exit (Approx. 9600 Block)
- xi. SR 922/96th Street at Byron Avenue
- xii. SR 922/96th Street at Bal Harbour Shops Entrance/Exit (500 Block)
- xiii. SR 922/96th Street at East Bay Harbor Drive
- xiv. SR A1A Collins Avenue NB to SR A1A Collins Avenue SB U-Turn

B. 72-Hour Bidirectional AADT Approach Counts

Corradino's traffic data collection vendor, NDS, will collect continuous bidirectional pneumatic tube counts (speed and volume) at the following locations along State Road A1A/Collins Avenue for a period of 72 hours:

- i. SR A1A/Collins Avenue at Harbour Way (East)
- ii. SR A1A/Collins Avenue at Harbour Way (West)
- iii. SR A1A/Collins Avenue at Bal Harbour



- iv. Shops Entrance/Exit (9700 Block)
R A1A/Collins Avenue at Bal Harbour Shops Entrance/Exit (9800 Block)
- v. SR A1A/Collins Avenue at SR 922/96th Street
- vi. SR A1A /Collins Avenue at 95th Street
- vii. SR A1A /Collins Avenue at 94th Street
- viii. SR A1A /Collins Avenue at 93rd Street
- ix. SR A1A /Collins Avenue at 90th Street
- x. SR A1A/Harding Avenue at southern Bal Harbour Shops Exit (Approx. 9600 Block)
- xi. SR 922/96th Street at Byron Avenue
- xii. SR 922/96th Street at Bal Harbour Shops Entrance/Exit (500 Block)

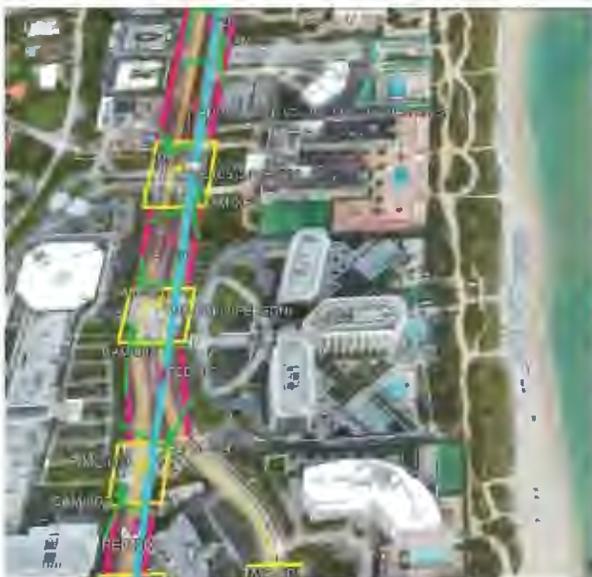
C. 6-Hour Pedestrian Counts

Corradino’s traffic data collection vendor, NDS, will collect six-hour mid-block pedestrian crossing counts at the following locations along State Road A1A/Collins Avenue during the AM peak hour (7:00-9:00 A.M.), Midday peak hour (12:00-2:00 P.M.) and PM peak hour (4:00-6:00 P.M.). A total of 15 cameras will be installed.



- i. State Road 922/96th Street- between State Road A1A/Collins Avenue and State Road A1A/Harding Avenue (PED 001)
- ii. State Road A1A/Harding Avenue- between State Road 922/96th Street and SR A1A Collins Avenue NB to SR A1A Collins Avenue SB U-Turn (PED 002)
- iii. State Road A1A/Collins Avenue- between State Road A1A Collins Avenue NB to SR A1A Collins Avenue SB U-Turn to the Bal Harbour Shops Entrance/Exit-9700 Block (PED 003)
- iv. State Road A1A/Collins Avenue- between Bal

- v. Harbour Shops Entrance/Exit-9700 Block to Bal Harbour Shops Entrance/Exit- 9800 Block (PED 004)
- v. State Road A1A/Collins Avenue- between Bal Harbour Shops Entrance/Exit- 9800 Block and The Palace at Bal Harbour Entrance/Exit (PED 005)
- vi. State Road A1A/Collins Avenue- between The Palace at Bal Harbour Entrance/Exit and SR A1A/ Collins Avenue at Harbour Way West (PED 006)
- vii. State Road A1A/Collins Avenue- between Harbour Way West and Harbour Way East (PED 007)

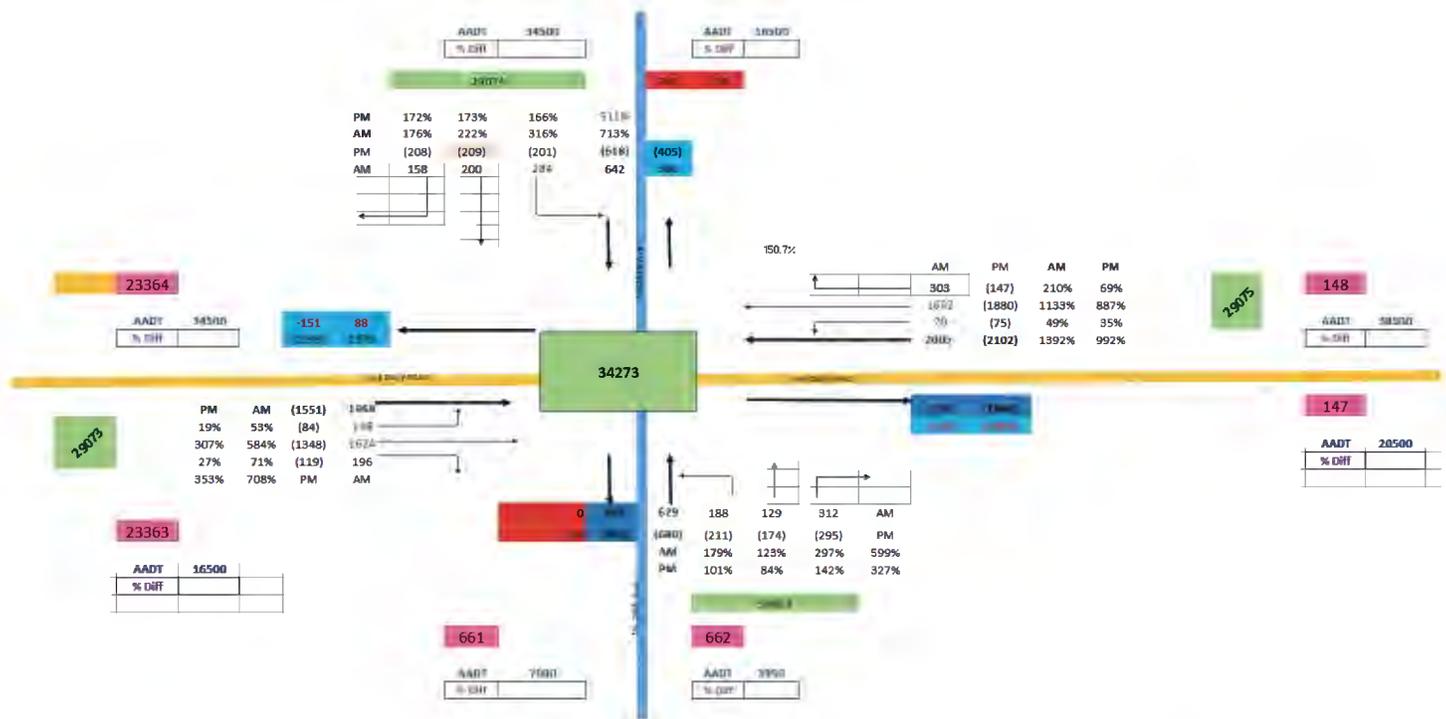


CORRIDOR TRAFFIC COUNT DATA BALANCING: Corradino will complete a quality control of the collected traffic data. Turning movement counts will be entered into a prototype spreadsheet that depicted the intersection diagrams and any driveways between the adjacent intersections. The total volumes approaching and leaving each intersection leg will be estimated by the sum of all the corresponding turning movements. If two intersections are adjacent and there are no driveways in between, the total volumes leaving and approaching these two intersection legs will be adjusted to be equal. This balancing process will be performed throughout all intersections and the revised volumes will be reported. In addition, the 72-hour continuous approach counts will be used as a reference to assess the accuracy and quality of the turning movement counts. If the difference between the average of 72-hour counts and the turning movement counts is significant, the turning movement count will be considered anomalous data and will be adjusted based on the 72-hour counts' data. Additional balancing will be carried out throughout the project to account for the reasonableness of the data and traffic counts provided. Traffic data collected for the study area will be examined to identify the system AM and PM peak hours for the State Road A1A/Collins Avenue and State Road 922/96th Street corridors.



between 96th Street and Haulover Inlet Bridge in the Village of Bal Harbour, FL. including each intersection. Signal Four Analytics will be used to determine the number of crashes that have occurred at the intersections and along the road segments. Corradino traffic engineers will determine if there is a predominant crash pattern from the researched crash data. Corradino will provide crash summary and heat map from Signal Four Analytics which documents the locations of each of the identified crashes within the most recent 5-year period. Corradino did a preliminary

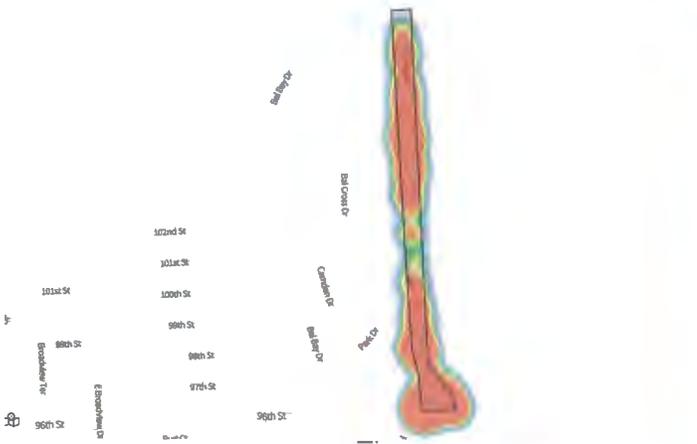
CORRIDOR CRASH REVIEW AND ANALYSIS: Corradino will research the five-year crash history using Signal Four Analytics along the State Road A1A/Collins Avenue corridor



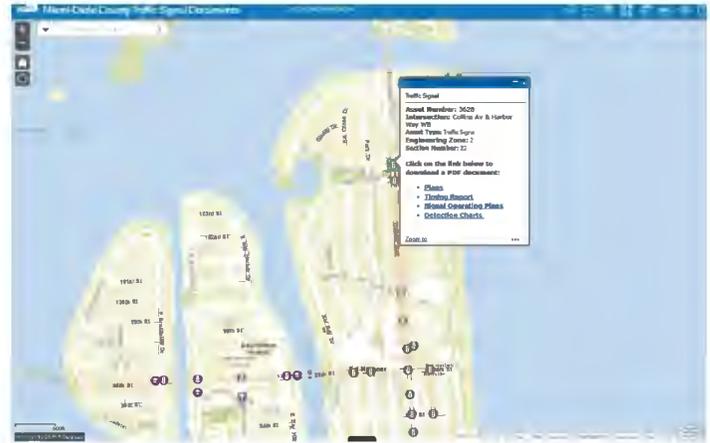
SECTION 4.7.4 MINIMUM QUALIFICATIONS

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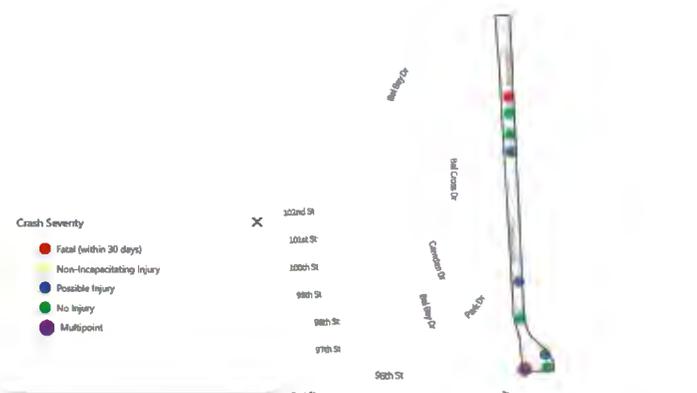


Injury Summary	Common Attributes		FDOT Attributes		
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage
Crashes	195	1	2	29	163
Fatalities (within 30 Days)	1	1	0	0	0
Incapacitating Injuries	2	0	2	0	0
Non-Incapacitating Injuries	10	0	1	9	0
Possible Injuries	23	0	0	23	0
No Injuries	445	0	2	40	403



This included the 1 fatality and 6 other injury crashes. A more detailed crash analysis of this network screening as part of the task work order. The one fatality occurred on the northbound State Road A1A/Collins Avenue corridor near the Bellini Condominium development.

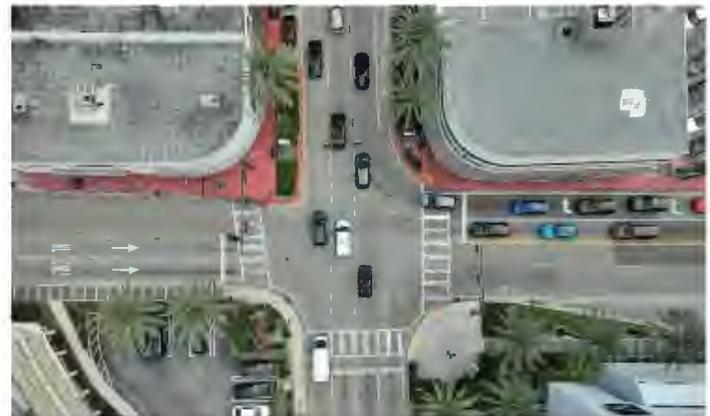
CORRIDOR TRAFFIC ANALYSIS: Corradino will create a Synchro model with the current Miami-Dade County traffic signal timings coded into the model. Corradino has researched and downloaded the current traffic signal timings from the Miami Dade County DTPW Traffic Signal Division's GIS application.



Injury Summary	Common Attributes		FDOT Attributes		
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage
Crashes	12	1	0	6	5
Fatalities (within 30 Days)	1	1	0	0	0
Incapacitating Injuries	0	0	0	0	0
Non-Incapacitating Injuries	2	0	0	2	0
Possible Injuries	4	0	0	4	0
No Injuries	15	0	0	6	9

network screening of crashes that have occurred along the State Road A1A/Collins Avenue corridor between State Road 922/96th Street and Haulover Inlet. The timeframe queried in Signal Four Analytics was between 08/01/2018 and 08/01/2023.

The preliminary crash review of the State Road A1A/Collins Avenue between State Road 922/96th Street and Haulover Inlet yielded a total of 195 crashes for this corridor. This included 1 fatality and 31 other injury crashes. The remaining 163 crashes were property damage only. There were a total of 12 bicycle and pedestrian crashes out of the 195 crashes.



CORRIDOR TRAFFIC STUDY: Corradino will summarize the traffic data collection, crash analysis, traffic analysis and other related traffic engineering analysis into a technical memorandum with tables and figures. Corradino will provide one update based on one set of comprehensive traffic review comments by each key agency stakeholder.

WILLINGNESS TO MEET TIME AND BUDGET: As you can see in our provided organizational chart, we have extensive staffing support and depth for each of the services requested as part of this Village RFQ. The demand for our Team’s services as part of this specific corridor study contract will be met by utilizing the staff from Corradino and our traffic data collection subconsultant NDS that we have partnered with. The Corradino Team is available and can service the Village on this contract. We have provided a detailed availability matrix that depicts the current workload and availability for the key staff on this contract. We are committed to ensure that this contract fits into our workload and that we are always available to service this contract and to ensure deliverables are met in the timeline outlined in our schedule.

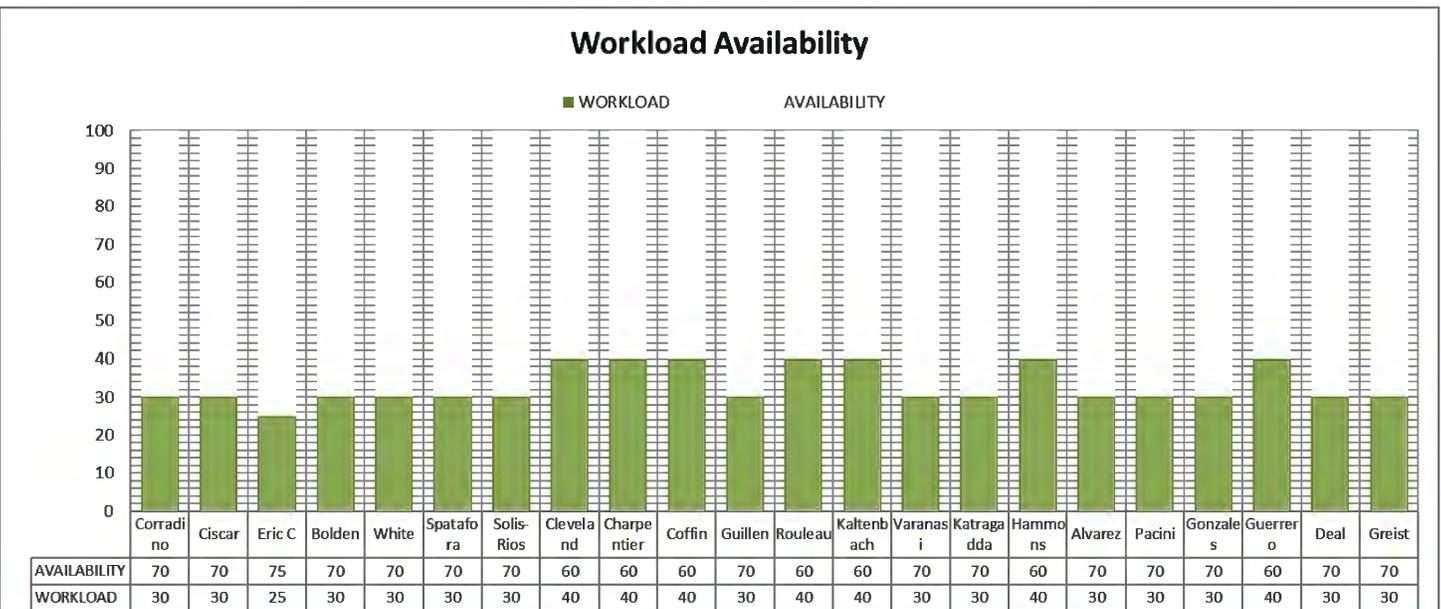
Some of our larger projects such as the BCR South PD&E study are progressing and will be far along when this contract is ready to begin. Please reference the key project list which includes a summary of current projects and the anticipated completion timelines. Corradino is committed to meeting the time and budget for this contact is available and ready to start work.

Please find a copy of our proposed draft workload schedule and timeline for this project.

FDOT GRANT APPLICATION REVIEW AND FEEDBACK:



Corradino assisted the Village in the 2022 County Incentive Grant Program (CIGP) application for the proposed corridor traffic study along State Road A1A/Collins Avenue between State Road 922/96th Street to Haulover Inlet. The results from the traffic study would inform the strategies used by the design team when redesigning the Collins Avenue corridor to improve traffic and pedestrian circulation, reduce speeding, increase pedestrian safety

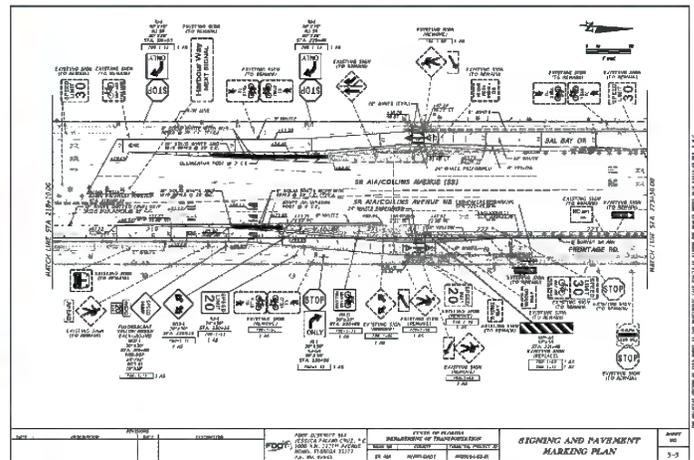


THE CORRADINO GROUP, INC. CURRENT KEY PROJECTS			
PROJECT NAME	CLIENT	STATUS	TIMEFRAME TO COMPLETION
NW 112th and NW 50th St Signal Warrant Study	City of Doral	Ongoing- 90%	30 Days
Palm Beach Downtown Commerical Areas Study	Town of Palm Beach	Ongoing- 85%	60 Days
US-1 and SW Palm City Road Intersection Feasibility	Martin MPO	Ongoing- 90%	30 Days
Cooper City Citywide Traffic Calming Study	Cooper City	Ongoing 75%	60 Days
Town of Surfside Townwide Traffic Study	Town of Surfside	Ongoing- 75%	60 Days
I-95 PD&E Study	FDOT	Ongoing- 50%	90 Days
BCR South PD&E Study	FDOT	Ongoing- 75%	60 Days

PROJECT SCHEDULE: GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING													
Task	Task Name	MONTHS FROM NTP											
		1	2	3	4	5	6	7	8	9	10	11	12
1	Meetings and Project Management												
	Kickoff Meeting with Village												
	Methodology Meeting with Stakeholders												
	Other Stakeholder Meetings and Presentations												
2	Confirmation of Study Area Network												
	Traffic Methodology Memo												
3	Traffic Data Collection												
	Corridor Traffic Count Data Balancing												
4	Corridor Crash Review and Analysis												
5	Pedestrian Crossing Analysis/Multimodal Review												
	Network Crash Screening/Speed Data Review/Mobility												
6	Synchro Existing Traffic Operational Analysis												
7	Traffic Signal Retiming Analysis												
	Travel Time and Delay Arterial Analysis												
8	Technical Report and Recommendations												
	Revisions per Agency Stakeholder Review												
9	Optional Services												

and relieve traffic congestion. FDOT confirmed that there was a pedestrian fatality within the corridor and that a project was programmed in the area. FDOT has plans for a crosswalk south of Haulover inlet. FDOT confirmed that FDOT District 6 traffic operations improvement project number 448906-1, S.R. A1A/Collins Avenue from Harbour Way West to south of Bal Bay Drive, was let on 01/26/23 with construction tentatively commencing on 11/13/23 and completed by 03/31/24. Resurfacing project number 430949-2, S.R. A1A/Collins Avenue from north of Haulover Inlet to south of Bayview

Drive, is under construction with a projected completion date of February 2024. FDOT suggested collecting bicycle/pedestrian traffic counts and looking at how to address the new design for bicycle/pedestrian traffic on the west side of Collins Avenue if the road will be widened on the west side. The traffic study should evaluate any conflict points at the key intersections along the corridor. FDOT recommended collecting midblock counts for pedestrian crossings. Corradino has included pedestrian midblock counts in our proposed traffic data collection methodology.



BAL HARBOUR

- VILLAGE -



RFQ NO. 2023-04 GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTANT SERVICES

SECTION 4.7.5 QUESTIONNAIRE

SECTION 4.7.5

FORM 1

QUESTIONNAIRE

Firm Name: The Corradino Group, Inc.

Firm Address: 4055 NW 97th Avenue, Suite 200, Miami, FL 33178

Firm Contact Information: tel: 305-594-0735 / email: miami@corradino.com

Firm Representative (name and title): Eric Czerniejewski, PE, ENV SP
Manager, Traffic Engineering Florida

Representative Contact Information: tel: 305-594-0735 / work cell: 954-605-7373
email: eczerniejewski@corradino.com

Firm Type (circle one): Individual Partnership **Corporation**

If Corporation:

Date and Place of Incorporation: Incorporated in Florida on January 13, 1997

If Foreign Corporation: N/A

Date of Registration with Florida Secretary of State:

Name of Resident Agent: N/A

Address of Resident Agent: N/A

President: Joseph M. Corradino, AICP

Vice President: Joseph C. Corradino, PE

Treasurer: Frederick C. P'Pool

Board of Directors: N/A

If Partnership: N/A

Date and Place of Organization _____

Partners: _____

On a separate sheet of paper, please provide answers to the following questions:

1. Number of years of relevant experience.
2. Please list the names, titles, responsibilities, qualifications and certifications for all staff members, employees, volunteers and/or subcontractors of Proposer that would be involved in the provision of Services.
3. Provide an organizational chart for the Proposer firm.
4. Describe Proposer’s qualifications and experience in the provision of street sweeper services.
5. Have any agreements held by Proposer for a project ever been canceled or terminated?
6. Has Proposer or any of its principals failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract or declared to be in default in any contract in the last five years?
7. Has Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
8. Has Proposer or any of its principals or employees been convicted in federal, state, county or municipal court for a violation of law other than a traffic violation?
9. Is the Proposer a party to any pending litigation?
10. Has the Proposer been a party to any lawsuit filed within the last 10 years?
11. Please list any person involved in this Proposal that is not listed above.
12. Please list potential, actual or perceived conflicts of interest in connection with this solicitation.
13. Has Proposer been involved in any discussions regarding a merger or acquisition of its firm, partnership with another firm or a transfer or assignment of its contracts, assets and/or liabilities?

Proposer hereby acknowledges that the information contained in this Questionnaire will be relied upon by the VILLAGE in awarding this solicitation, and such information is warranted by Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to acceptance of any Proposal relating to the qualifications of Proposer, as may be required by the VILLAGE. Proposer further understands that the information contained in this Questionnaire may be confirmed through background investigation conducted by the VILLAGE. By submitting this Questionnaire, Proposer agrees to cooperate with said investigation, including but not limited to fingerprinting and providing information for a credit check.

WITNESS:

IF INDIVIDUAL N/A

Signature

Signature

Print Name

Print Name

WITNESS:

IF PARTNERSHIP: N/A

SECTION 4.7.5 QUESTIONNAIRE

Signature

Print Name of Firm

Print Name

Address

By: _____

General Partner

Print Name

WITNESS:



Signature

Larry Johnson

Print Name

IF CORPORATION:

The Corradino Group, Inc.

Print Name of Firm

4055 NW 97th Avenue, Suite 200, Miami, FL 33178

Address

By:  _____

President

Joseph M. Corradino, AICP

Print Name

(CORPORATE SEAL)

Attest: _____



FORM 1 – Questions 1 – 13

On a separate sheet of paper, please provide answers to the following questions:

1. Number of years of relevant experience.

The Corradino Group, Inc. has over 50 years of relevant Transportation Planning and Traffic Engineering services.

2. Please list the names, titles, responsibilities, qualifications and certifications for all staff members, employees, volunteers and/or subcontractors of Proposer that would be involved in the provision of Services.

The Corradino Group, Inc. staff members are outlined in the organizational chart and the perspective qualifications and certifications are provided in Section 4.7.6 of this statement of qualifications.

3. Provide an organizational chart for the Proposer firm.

The Corradino Group, Inc. staff members are outlined in the organizational chart and the perspective qualifications and certifications are provided in Section 4.7.6 of this statement of qualifications.

4. Describe Proposer’s qualifications and experience in the provision of street sweeper services.

The Corradino Group, Inc. qualifications and experience is represented in the project sheets that describe recently completed similar Transportation Planning and Traffic Engineering Services. These can be found in Section 4.7.4 of this statement of qualifications.

5. Have any agreements held by Proposer for a project ever been canceled or terminated?

No.

6. Has Proposer or any of its principals failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract or declared to be in default in any contract in the last five years?

No.

7. Has Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

No.

8. Has Proposer or any of its principals or employees been convicted in federal, state, county or municipal court for a violation of law other than a traffic violation?

No.

9. Is the Proposer a party to any pending litigation?

See attached Statement of Litigation.

10. Has the Proposer been a party to any lawsuit filed within the last 10 years?

See attached Statement of Litigation.

11. Please list any person involved in this Proposal that is not listed above.

See attached resumes for a complete listing of all key personnel included in this Proposal.

12. Please list potential, actual or perceived conflicts of interest in connection with this solicitation.

N/A.

13. Has Proposer been involved in any discussions regarding a merger or acquisition of its firm, partnership with another firm or a transfer or assignment of its contracts, assets and/or liabilities?

No.

**BAL HARBOUR VILLAGE, FLORIDA
GENERAL TRANSPORTATION PLANNING
AND TRAFFIC ENGINEERING CONSULTANT SERVICES
(RFQ NO. 2023-04)**

FORM 1, QUESTIONNAIRE

9. *Is the Proposer a party to any pending litigation?*
10. *Has the Proposer been a party to any lawsuit filed within the last 10 years?*

Any questions on pending litigation or lawsuits filed within the last 10 years or other legal matters should be referred to Corradino's in-house General Counsel, Burt J. Deutsch, Esq. (800.880.8241; 502.587.7221; bdeutsch@corradino.com).

PENDING LITIGATION:

- Diane M. Lybarger, as Personal Representative for the Estate of the decedent, Marissa Lybarger, Plaintiff, v. The Corradino Group, Inc., et al. (27 in all), Defendants; Case #2019-CA-010699-0; in the Ninth Judicial Circuit, Orange County, FL; Second Amended Complaint deemed filed on 04/21/20; copy left at Corradino's office 05/18/20; Counts XLV and XLVI against Corradino for negligence in maintaining highway in a safe condition resulting in the death of Marissa Lybarger; Corradino challenged the claim, filing an Answer and Affirmative Defenses on 06/12/20 and a Motion for Summary Judgment on 09/15/2021; deposition of Scott Presson in Orlando 04/06/23, backing up affidavit filed with motion for summary judgment and Corradino defenses.

PREVIOUS LITIGATION:

- Jennifer Curell, Plaintiff, v. The Corradino Group, Inc., et al. (seven in all), Defendants; Case #2022-CA-001297; in the 19th Judicial Circuit, Saint Lucie County, FL; Complaint for Damages and Demand for Jury Trial, e-filed 07/19/2022, copy delivered to Corradino's Miami office 07/26/2022; Count VI against Corradino for general negligence in not operating a roadway in a safe condition resulting in injury accident on 09/04/18. Corradino was never a consultant on this project. Corradino challenged the claim; voluntary dismissal without prejudice as to Corradino, 07/20/2023.
- Monica Butts, Plaintiff, v. The Corradino Group, Inc., et al. (four in all), Defendants; Case #49D13-2105-CT-017995; in the Marion Superior Court, Civil Division, Marion County, IN; Second Amended Complaint for Damages, adding The Corradino Group to the Complaint; filed 08/04/2021, copy delivered to Corradino's Indianapolis office 08/06/2021; Count IV against Corradino for negligence in supervision of roadway construction markings, warning signage, and lighting resulting in injury accident on 06/01/2019. Corradino challenged the claim; dismissed without prejudice as to Corradino, 01/17/2023.
- Cathy Sciagata, individually, and as Personal Representative of the Estate of Carey Lynn Reimer, Plaintiff, v. The Corradino Group, Inc., et al. (seven in all), Defendants; Case #2021-CA-010984-O;

in the Ninth Judicial Circuit, Orange County, FL; Complaint and Demand for Jury Trial, e-filed 11/15/2021; Count V against Corradino for negligence in maintaining traffic in compliance with all applicable state, county, and municipal codes resulting in the death of Carey Lynn Reimer on 09/25/2020. Corradino challenged the claim; confidential settlement and release, 05/19/22; voluntary dismissal with prejudice filed in Court, 06/20/22.

- Jeffrey Loos and Wendy Loos, Individually and as Husband and Wife, and Megan Loos, Individually, Plaintiffs v. The Corradino Group, Inc., et al. (seven in all), Defendants; Cause #33C02-2109-CT-000055; in the Henry Circuit Court, Henry County, IN; Complaint for Damages and Underinsured Motorist Benefits, or, Alternatively, Request and Notice of Arbitration; filed 09/14/21, received by Corradino's Miami office 9/28/21; Counts I and II against Corradino for negligence in failing to place adequate signage in construction zone resulting in injury accident on 09/15/19; case dismissed without prejudice as to Corradino, 11/08/21. Corradino was never a consultant on the project in the first place.
- Jorge Garcia, Plaintiff, v. The Corradino Group, Inc., et al. (four in all), Defendants; Case #2017-020265-CA-01; in the 11th Judicial Circuit, Miami-Dade, FL; Second Amended Complaint, adding The Corradino Group to the Complaint, deemed filed 11/20/20, copy delivered to Corradino's office 12/03/20; Count IV against Corradino for negligence in roadway design [in 2004] causing water to pool in roadway and resulting in injury accident in October 2016. A confidential settlement agreement and release as to Corradino and others was signed on June 22, 2021; case dismissed with prejudice on 07/29/2021.
- Fishel Company, Plaintiff, v. The Corradino Group, Inc., et al. (two in all), Defendants; Case #CACE-18-028093; in the 17th Judicial Circuit, Broward County, FL; filed 12/05/2018; difference of opinion between contractor, Fishel, and consultant, Corradino, working on a project as to responsibility for damage to work materials. Client not involved. On 01/05/2021, the Court ordered Fishel's complaint dismissed with prejudice.
- Twelve related cases filed against Corradino and others, all relate to claims filed by representatives of six deceased and at least 11 injured people resulting from Florida International University's (FIU) Pedestrian Bridge collapse (03/15/18), against numerous defendants (25) involved on the job which were consolidated for the purpose of global mediation into Case #2018-008144-CA-03, filed 03/19/18 in the 11th Judicial Circuit, Miami-Dade County, FL. Corradino's role on the FIU pedestrian bridge project was very limited, to one person of hundreds on the job. Despite the lack of liability and strong defenses to the lawsuits, Corradino, on advice of counsel and with backing/financial support of its insurers, made a decision to participate in global settlement discussions between the Plaintiffs and Defendants, which resulted in a confidential settlement and dismissal of all claims on 01/24/20.
- Two related cases: (1) Certain Underwriters at Lloyd's, London, et al., Plaintiff, v. The Corradino Group, Inc., et al., Defendants; Case #2017-025914-CA-01; in the 11th Judicial Circuit, Miami-Dade County, FL; e-filed 11/07/17; Count I against Corradino for negligence in performing installation of concrete pipes near a Pet Supermarket property in the area of an overhead powerline; Corradino challenged the claim because it was not the contractor on the job and performed NO installation or other construction work; no monetary amounts stated in complaint; Corradino filed Answer (03/19/18), affirmative defenses and Crossclaim; seeking statutory sovereign immunity; see also 2018 case below. Plaintiff voluntarily dismissed this action as to Corradino only, without

prejudice; filed in Court, 07/19/18; and, (2) Certain Underwriters at Lloyd's, et al., Plaintiffs, v. The Corradino Group, Inc., et al., Defendants; Case #2018-00403-CA-01; in the 11th Judicial Circuit Court, Miami-Dade County, FL; e-filed 02/12/18; served on 02/23/18. Same claim as (1); additional damaged parties; same defenses. Plaintiffs voluntarily dismissed this action as to Corradino only, without prejudice; filed in Court, 07/19/18.

- Derrick Perez, Plaintiff, v. The Corradino Group, Inc., et al., Defendants, Case #2016-003005-CA-01, in the 11th Judicial Circuit, Miami-Dade County, FL; filed 02/09/16; Count IV against Corradino for negligence in maintaining highway in safe condition resulting in bodily injury; Corradino challenged claim; no monetary amounts stated in complaint; settlement dated 03/14/18 (payments for Corradino: \$29,280.00); Joint Stipulation of Dismissal with Prejudice, 05/24/18.
- Phyllis Simon, Plaintiff, v. The Corradino Group, Inc., et al., Defendants; Case #CACE-15-001420 (3); in the 17th Judicial Circuit, Broward County, FL; filed 01/23/15; Count IX against Corradino for negligence in maintaining highway in safe condition resulting in bodily injury; Settlement (\$10,000 litigation avoidance/nuisance payment by Corradino) was signed by all Parties on 10/25/16, and General Release was signed on 11/17/16. Final Order of Dismissal with Prejudice, 12/28/16.
- Rita Genovese, individually, and as Personal Representative of the estate of Michael A. Genovese, Plaintiff, v. The Corradino Group, Inc., et al., Defendants; Case #2013-CA-002467; in the 19th Judicial Circuit, Saint Lucie County, FL; Amended Complaint filed 08/11/14; Count IX against Corradino for negligence in maintaining highway in safe condition resulting in death of Michael A. Genovese; Corradino challenged claim; no monetary amounts stated in Complaint; Plaintiff voluntarily dismissed this action as to Corradino only, with prejudice; filed in Court, 09/02/15.
- Miami-Dade County v. The Corradino Group, Inc., Case #2011-020418-CA-01, 11th Judicial Circuit, Miami-Dade County, FL. Filed 06/30/2011; dispute between the parties as to the scope of architectural services for Crandon Park and for Amelia Earhart Soccer Complex for the Miami-Dade County Park and Recreation Department. Dismissed with Prejudice on 04/10/2014. As part of the Joint Stipulation of Dismissal with Prejudice, the parties executed a MUTUAL GENERAL RELEASE. As part of the MUTUAL GENERAL RELEASE, Corradino and the County denied "any and all liability to the other upon all claims which have been asserted or might hereafter be asserted. The parties to this agreement stipulate that this Mutual General Release is not intended nor shall it be interpreted as an admission of any liability, fault, or responsibility; said fault and liability being expressly disclaimed. [County and Corradino] stipulate and agree the exchange of funds is solely for the purpose of economic considerations to avoid further litigation. [County] acknowledges and agrees that [Corradino] has viable defenses, and a viable counterclaim that could have resulted in a judgment adverse to the [County] and, if asked about the Subject Case in connection with obtaining BCC Approval, [County] agrees to acknowledge as such."

There are no other pending litigation or lawsuits filed within the last 10 years.

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RFQ NO. 2023-04 GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTANT SERVICES

SECTION 4.7.6 CURRICULUM VITAE

Project Team Qualifications

► PROJECT TEAM

THE CORRADINO GROUP

Corradino will serve as Prime Consultant for this General Transportation Planning and Traffic Engineering Services contract. Corradino has invited National Data and Surveying Services, Inc. (NDS) to the Team to support Corradino with traffic data collection on this Contract.



National Data & Surveying Services

Founded in 1989, NDS was established to deliver accurate and cost-effective solutions to our clients for traffic, transit and GIS/GPS data collection. NDS is entering their 30th year of successful corporate operations that have established them as one of the foremost, full service, traffic and transit data collection companies in the country. NDS has an outstanding team of 100 professional full-time employees that will ensure the successful coordination and completion of any project. With local field crews in 23 major cities throughout the country including in South Florida, NDS can quickly respond to all project needs. NDS leverages our experience and expertise to deliver accurate and timely data in a professional manner. NDS

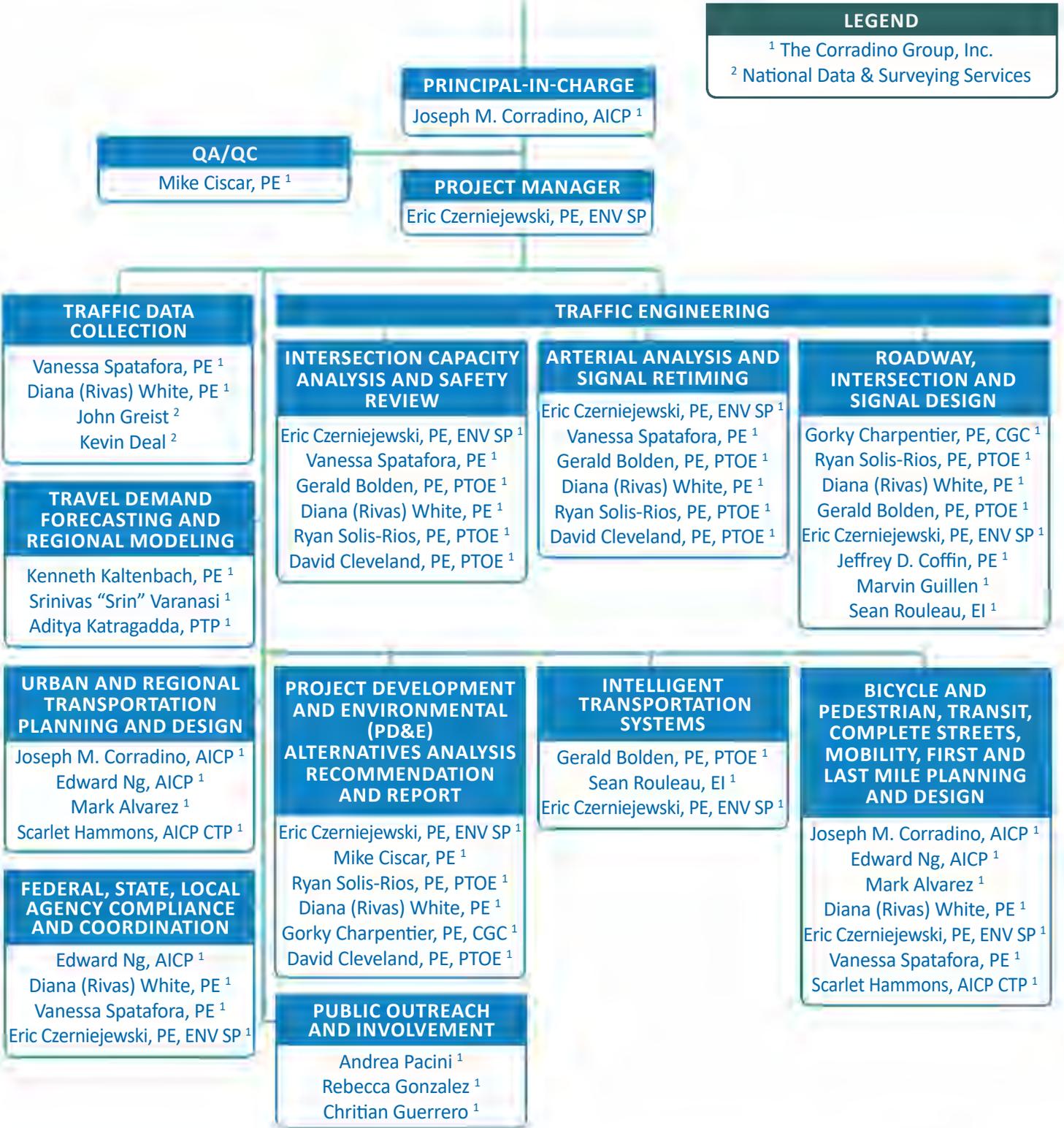
has performed numerous traffic / transit data collection analysis for clients/ jurisdictions nationwide. For example, here in Florida, NDS is a subconsultant on FDOT contracts in multiple districts and perform data collection for various municipalities. Studies are conducted in accordance with relevant data collection guidelines, including those published by the Federal Highway Administration and the Manual of Traffic Engineering Studies prepared by the Institute of Transportation Engineers. NDS is totally committed to customer service. They have and always will do everything in their power to satisfy their customers. NDS has a vast amount of experience with Turning Movement Counts, ADT (tube) counts for volume, speed, and class. In addition, NDS regularly collects the following studies: radar spot speed studies, parking studies, gap studies, delay studies, queuing studies, origin/destination studies, and travel time studies. An assortment of equipment is used to collect these studies, including but not limited to, Bluetooth units, Wavetronic radar units, Drone units, and NDS proprietary camera units that normally record 480p video but can record up to 1080p video if needed.

The following organizational chart provides the details regarding the Corradino Team staff and their roles including NDS staff. The organizational chart and respective resumes for the key staff provides the detailed information related to the staff’s individual experience and qualifications.



BAL HARBOUR

- VILLAGE -



THE CORRADINO GROUP

YEARS OF EXPERIENCE

26

EDUCATION

B.S., Civil Engineering,
Southern Illinois University
Edwardsville, 1991 – 1997

ACTIVITIES AND SOCIETIES:

American Society of Civil
Engineers

PROFESSIONAL REGISTRATIONS

Licensed Professional Civil
Engineer
Florida Board of Professional
Engineers, License 58002
January 2002 – Present
Envision Sustainability
Professional Institute of
Sustainable Infrastructure
(ISI) December 2013 –
Present

ERIC CZERNIEJEWSKI, PE, ENV SP

Project Manager



Mr. Czerniejewski has 26 years of experience in transportation engineering design, traffic engineering and transportation planning. Mr. Czerniejewski has experience in transportation projects that include preparation of traffic studies including corridor studies, traffic impact studies, mobility studies and parking utilization and reduction studies. He is also specialized in signalization design, roadway design, managing, designing and permitting select transportation infrastructure engineering projects; planning and developing civil engineering design documents; and coordinating construction engineering and inspection. Some of his relevant municipal traffic engineering experience included serving as City Traffic Engineer for the City of Weston and City of Pembroke Pines and acting as Town Traffic Engineer for the Town of Surfside. He served as Project Manager for the Miami Dade TPO SMART Plan General Planning Consultant Contract including the South Dade Transitway Study from Pinecrest to Florida City. He served as the Transportation Manager for the City of Fort Lauderdale.

EXPERIENCE

Andrews Avenue Multimodal Improvements, City of Oakland Park, FL Traffic Engineer Lead.

Mr. Czerniejewski was the Lead Traffic Engineer who prepared the traffic study which evaluated the need for mid-block crosswalks along a stretch of Andrews Avenue between Oakland Park Boulevard and Prospect Road. Consultant completed a safety analysis including review of crash history along the corridor using Signal Four Analytics. Consultant evaluated the proposed midblock

crosswalk locations based on criteria of the Traffic Engineering Manual and Manual on Uniform Traffic Control Devices per Broward County Traffic Engineering Division. Consultant collected pedestrian traffic data including four-hour pedestrian volume counts at ten (10) proposed mid-block crossing locations and 24-hour bi-directional traffic counts were collected for Andrews Ave between Oakland Park Blvd and NW 38th Street and on Andrews Avenue south of Prospect Road. Consultant also evaluated the traffic operational conditions at the four signalized intersections along Andrews Avenue at Prospect Road, NE 38th Street, and E. Oakland Park Boulevard to determine the optimal signal timings and the appropriate length of future dedicated turn lanes. Design plans were developed for the transportation infrastructure improvements.

Town of Surfside General Traffic and Transportation Engineering Services Project Manager. Consultant on the Continuing Services Contract serving as Engineer of Record for traffic and transportation engineering task work orders. Provided a variety of traffic and transportation engineering services including DRC traffic engineering review, intersection analysis, signalization analysis and design, roundabout analysis and design, roadway level of service analysis, school traffic operational analysis, city-wide traffic modeling, city-wide traffic count database maintenance, corridor signal timing progression analysis, traffic calming and neighborhood traffic mitigation, responded to citizen inquiries and coordinated the interests of the Town with the Miami Dade County Department of Transportation and Public Works, FDOT District VI and other key stakeholder government agencies. The Consultant completed a variety of traffic and transportation engineering and transportation planning services including the following task work order assignments: Townwide Traffic Study, SR A1A Collins Avenue Traffic Signal Warrant Analysis, One-Way Pilot Program, Speed/Volume Traffic Study and 88th Street Corridor Study.

Hallandale Beach Boulevard (SR 858) Corridor Study, Hallandale Beach, FL. Project Manager. Mr. Czerniejewski performed the design and permit approvals for FDOT and Broward County Traffic Engineering Department for the conversion of two Hallandale Beach one-way collector roadways, to two-way facilities. The two key issues addressed were meeting the alignment criteria and not causing additional delays in traffic flow on Hallandale Beach Boulevard. The alignment was not an issue since a southbound through movement was not being provided at either intersection. The analysis of the traffic flow on Hallandale Beach Boulevard requires a progression analysis of the traffic signals from 14th Avenue to SR A1A, which illustrated how the signal cycles affected the traffic flow. In addition, left turn flashing arrows (permitted left turn), elimination of pedestrian crosswalks and modifications to signals to eliminate crossing maneuvers, reduction cycles and improvement to traffic flow were also a part of the traffic analysis. Consultant evaluated all the traffic

THE CORRADINO GROUP

ERIC CZERNIEJEWSKI, PE, ENV SP - PAGE 2

signals along Hallandale Beach Boulevard (SR 858) between US-1 and SR A1A. Consultant services provided included traffic engineering and transportation planning, surveying, roadway and drainage design, public participation, and utility coordination. This project included peak hour manual turning movement count data collection, intersection capacity analysis in Synchro and timing implementation, evaluation and fine tuning with Broward County Traffic Engineering Division in order to certify the proposed signal operation plan for this intersection modification.

Mast Arm Conversion Group Phases I&II, Horsepower Electric (Client) Program Manager. Mr. Czerniejewski for the Design Build professional services associated with the conversion of span-wire supported traffic signal at 35 intersections across Broward County. Consultant along with Horsepower Electric is providing engineering and design services, plans preparation, field survey, utility coordination, permitting, public involvement, coordination with adjoining projects, minor roadway reconstruction and paving, signing and pavement marking, ADA compliant sidewalk reconstruction, traffic signal retiming and optimization, traffic signal design and construction, installation of underground conduit and interconnect cable, installation of monitoring devices (video detection), installation of vehicle pre-emption systems, as built record plans, and warranty necessary to provide the traffic signalization improvements in accordance with Broward County and Florida Department of Transportation specifications. This project included peak hour manual turning movement count data collection, intersection capacity analysis in Synchro and timing implementation, evaluation and fine tuning with Broward County Traffic Engineering Division in order to certify the proposed signal operation plan for each intersection.

Miami Dade Smart Plan General Planning Consultant City of Miami, FL. Project Manager. Consultant provided traffic engineering and transportation planning services for the South Dade Transitway corridor.

Town of Cutler Bay Miscellaneous Traffic Engineering Services, City of Miami, FL. Project Manager. General on-call services, complete traffic studies for the development and redevelopment projects. (Including most recently the Southplace City Center & Alorica Mixed Use redevelopment projects). Provided extensive traffic engineering analysis for the updated Transportation Master Plan project.

Town of Surfside Traffic Signal Modifications, Town of Surfside, FL. Project Manager. Mr. Czerniejewski completed Traffic Signal Modification plans for the installation of new traffic loops at the intersections of Harding Avenue and 88th Street, Harding Avenue and 93rd Street, Harding Avenue and 94th Street and Harding Avenue and 95th Street. Traffic signal design services included the installation of traffic signal loops and related traffic signal infrastructure for the eastbound and westbound movements on 88th Street, 93rd Street and 94th Street and the eastbound movements on 95th Street at the signalized intersections with Harding Avenue (southbound). The traffic signal design modification plans were in accordance with the FDOT Roadway Design Standards, FDOT Standard Specifications for Road and Bridge Construction and the Manual on Uniform Traffic Control Devices. Consultant completed signal optimization and modifications based on the new actuated traffic signal infrastructure. This project included peak hour manual turning movement count data collection, intersection capacity analysis in Synchro and timing implementation, evaluation and fine tuning with Broward County Traffic Engineering Division in order to certify the proposed signal operation plan for these intersection modifications.

Fort Lauderdale Las Olas Streetscape Corridor Study, City of Fort Lauderdale, FL. Lead Traffic/Transportation Engineer. The City of Fort Lauderdale commissioned this Streetscape Corridor Analysis along Las Olas Boulevard to further identify opportunities and challenges to provide key components of a vision that will ground the future development of the area. The City of Fort Lauderdale is committed to promoting safe, accessible, multi-modal travel evidenced by its implementation of Complete Streets and Vision Zero policy. As the major thoroughfare connecting Downtown Fort Lauderdale and Central Beach, Las Olas Boulevard must balance moving people efficiently through a balance of transportation needs, inclusive of pedestrian, bicycling, vehicular, and transit modes, with space programmed to safely accommodate other alternative modes of transportation such as scooters. The Conceptual Design included a consensus vision that enhances the branding for the Boulevard and the City's branding as both an international destination and the place for live, work, and play in South Florida. The Conceptual Design created a coordinated, iconic, context-sensitive design for the five distinct character areas. The traffic analysis included a review of the existing and future 2040 conditions.

City of Weston Retiming Project, City of Weston, FL. Traffic Engineering Consultant. Mr. Czerniejewski performed signal retiming for all signalized intersections within the City of Weston to improve signal coordination utilizing along major corridors and improve overall efficiency of the City's roadway and traffic signal infrastructure network. The traffic analysis included the identification of all major signalized intersections, and pavement marking plans.

ENGINEERS · PLANNERS · PROGRAM MANAGERS · ENVIRONMENTAL SCIENTISTS

THE CORRADINO GROUP

YEARS OF EXPERIENCE

27

EDUCATION

1992, MA (Community Planning), University of Cincinnati

1990, BA (Geography), Villanova University

PROFESSIONAL REGISTRATIONS

American Institute of Certified Planners No. 012032

Mayor, Village of Pinecrest, FL (2016 – Present)

Vice Mayor, Council Member Village of Pinecrest, FL (2006-2014)

Miami-Dade MPO, Transportation Planning Council – (2009-2016)

Miami-Dade MPO, Citizens Transportation Advisory Committee, (2004-2006)

Miami-Dade County, Development Permitting Advisory Committee, (2005-2007)

Chairman of the Board, American Planning Association; Gold Coast Section Executive Board (2005-2007)

Chairman of the Board, Board of Dir. Chamber South (2006 - 2016)

Chairman of the Board, Doral Business Council (2005-2007)

Chairman, Planning Board, Pinecrest (2004-2006)

AWARDS

American Planning Association Award for Outstanding Achievement: Transportation Concurrency Management Areas

APA Award for Outstanding Mobility Project: Palmetto Bay Transportation Master Plan

Florida Redevelopment Association Award: Hialeah Transportation

JOSEPH M. CORRADINO, AICP

Principal-in-Charge



Mr. Corradino is President of The Corradino Group, Inc. and heads the company's land use and transportation planning operations. Over his 27-year career, he has been an advocate of planning transportation and land use in concert with one another. In doing so, he has focused on working with local governments to create and improve their comprehensive plans, zoning codes and transportation master plans. His work in the field has been successful as he has performed these services for nearly every city in Miami-Dade County, and has developed a unique credibility within the individual communities from the very local perspective. Joe Corradino

knows well what it takes to be successful in this arena, where local municipalities oversee land use decisions, and larger governments are in charge of transportation, because he has been in government, as an appointed and elected official for over 15 years, most currently as Mayor of Pinecrest. Few consultants possess this perspective.

Mr. Corradino has won six awards from the American Planning Association. He previously served as Chairman of the Village of Pinecrest Planning Board and currently serves as Mayor. He also served on the Miami-Dade County MPO, Citizens Transportation Advisory Committee, (CTAC), the Development Permitting Advisory Committee, (DPAC). He was the Chairman of the Gold Coast Chapter of the American Planning Association and has served as planning consultant for municipalities such as Homestead, Cutler Bay, Palmetto Bay, South Miami, Miami, Miami Beach, Aventura, Sunny Isles Beach, Doral, Miami Gardens, Hialeah, and many others.

EXPERIENCE

Fort Lauderdale Las Olas Streetscape Corridor Study, City of Fort Lauderdale, FL. Principal-in-Charge. The City of Fort Lauderdale commissioned this Streetscape Corridor Analysis along Las Olas Boulevard to further identify opportunities and challenges to provide key components of a vision that will ground the future development of the area. The City of Fort Lauderdale is committed to promoting safe, accessible, multi-modal travel evidenced by its implementation of Complete Streets and Vision Zero policy. As the major thoroughfare connecting Downtown Fort Lauderdale and Central Beach, Las Olas Boulevard must balance moving people efficiently through a balance of transportation needs, inclusive of pedestrian, bicycling, vehicular, and transit modes, with space programmed to safely accommodate other alternative modes of transportation such as scooters. The Conceptual Design included a consensus vision that enhances the branding for the Boulevard and the City's branding as both an international destination and the place for live, work, and play in South Florida. The Conceptual Design created a coordinated, iconic, context-sensitive design for the five distinct character areas. The traffic analysis included a review of the existing and future 2040 conditions.

Miami-Dade County TPO SMART Plan/North Corridor. *Project Manager.* On April 21, 2016, the Miami-Dade TPO Governing Board passed the Strategic Miami Area Rapid Transit (SMART) Plan recognizing the community's long-standing desire to advance a program of rapid transit and supporting projects to address the mobility needs throughout Miami-Dade County. The six SMART Corridors are: North Corridor (NW 27th Avenue); South Dade TransitWay; Tri-Rail Coastal Link (Northeast/FEC Corridor); East-West Corridor (SR-836); Kendall Corridor; and, Beach Corridor.

Development Services Department, City of Homestead, FL. *Project Manager.* Corradino provides professional planning services on an ongoing basis to the City of Homestead. Mr. Corradino oversees the Building Department

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THE CORRADINO GROUP

JOSEPH M. CORRADINO, AICP - PAGE 2

and Planning/Zoning Department on a consulting basis. He was in charge of administering the City's Comprehensive Plan and Land Development Code. Homestead has been one of the fastest growing cities in America, and Mr. Corradino leads the processing of all their applications for development each year. Homestead is the southern terminus of the US-1 Bus lanes, and critical terminal node in the SMART Plan system.

Homestead General Planning Services, Homestead, FL. The Corradino Group, Inc. was tasked with completing Comprehensive Plan Future Land Use Plan Map amendments, the rezoning of city-owned properties in downtown Homestead and amending the zoning code to allow for public and retail/entertainment facilities.

Rockford Comprehensive Transit Study & Analysis, Rockford, IL. *Project Manager.* The Rockford, IL Comprehensive Transit Analysis was a data-intensive study. Within a few weeks of the notice to proceed, Corradino mobilized a survey effort to collect boarding and alighting data for weekday, evening, Saturday and Sunday routes. In addition, passenger intercept surveys were conducted on all routes. In the fall of 2011, initial routing recommendations were implemented for an expansion service to Belvidere, an adjacent community. The public involvement process included two rounds of public meetings and interviews of key stakeholders and decision makers. The product of the analysis was a set of three operating scenarios based on various projected funding levels and system goals. Recommendations included integration of Rockford's new East Side Transfer Center into this radially oriented system.

North Miami Express, North Miami, FL. *Principal-in-Charge.* Corradino is evaluating the current 4-route NOMI express system in North Miami, FL. Analysis includes the potential rerouting and retiming of the circulator system, new technology and its applicability for transit management, investigating connections with Miami-Dade Transit, and the circulators in North Miami Beach, Bal Harbour/Surfside/Bay Harbor Islands and Miami Shores. This project will evaluate the financial structure and projected demands for the circulator and its continuous funding.

Sarasota Transportation Concurrency Management Area, City of Sarasota, FL. *Project Manager.* The Newtown Comprehensive Redevelopment Plan adopted by the City on October 2002, seeks to revitalize a well-defined urban area through focused regulatory and policy strategies that promote economic redevelopment. The transportation strategy the City of Sarasota desired to promote their redevelopment with is the designation of the area as a TCMA. Corradino was hired to develop such development.

Clearwater "One City, One Future" Strategic Master Plan, City of Clearwater, FL. *Project Manager.* The City of Clearwater has constructed an ambitious strategic vision, "One City, One Future", which capitalizes on the strengths of each segment of the Clearwater Community. One such community, the North Greenwood Neighborhoods, was satisfied with many of the previous plans and were eager to see them become reality. Therefore, each project suggested in this report is a highly realistic and should be undertaken within a three-year timeframe. Implementation was arranged in five primary areas: infrastructure/community facilities, community development/business, community relations, housing and social services.

Comprehensive Plan, Zoning Code. Town of Cutler Bay, FL. *Principal-in-Charge.* Cutler Bay is the central node on the South Corridor, located at the junction of the Transitway, US-1 and Florida's Turnpike. This critical location provides access for people from South Dade who wish to get to Downtown or Doral. Corradino serves as the Town's General Consultant assisting with transportation, planning and civil engineering projects. As part of this GES contract, Corradino produced the Transportation Master Plan and completed traffic calming analyses. Corradino led the effort to write the Town's Comprehensive Plan, which led to a significant intensification and diversification of the land uses in the Southland Mall area. This activity is critical in providing the land use intensity required to support mass transit. Corradino also produced the Town's Land Development Regulations, provided cost estimates and scopes of services for major roadway reconstruction and paving, written grants, assisted with the development of Green policies and code regulations, evaluated economic development initiatives, structured aspects of the Capital Improvements Element, evaluated environmental characteristics of the community, acted as a liaison between the Town and Miami-Dade County Public Works, FDOT and the MPO, conducted public engagement and developed civil engineering and drainage plans.

Florida Department of Transportation (FDOT), District 4, Districtwide General Planning Consultant, Systems Planning Support, City of Fort Lauderdale, FL. *Project Manager.* Corradino was selected as part of a team to assist FDOT District 4 in providing professional transportation planning services to supplement the FDOT District 4 Systems Planning staff, as well as, to serve as an extension to the FDOT District 4 Planning and Environmental Management Office.

ENGINEERS · PLANNERS · PROGRAM MANAGERS · ENVIRONMENTAL SCIENTISTS

THE CORRADINO GROUP

YEARS OF EXPERIENCE

35

EDUCATION

1985, BS (Civil Engineering),
University of Florida,
Gainesville, FL

PROFESSIONAL REGISTRATION

Professional Engineer:
Florida, No. 0043244, 1990

AWARDS

FDOT Sustained Superior
Accomplishment Award
FDOT Jay W. Brown Award,
Manager of the Year
FDOT Ben G. Watts Award,
Leader of the Year

MIKE CISCAR, PE

QA/QC



Corradino's Vice President of Engineering and Planning has 35 years of experience in the field of civil and transportation engineering. Mr. Ciscar oversees all of Corradino's engineering operations in South Florida. Corradino's projects range from planning and design to major expressway corridor studies, highway design, and construction assistance. Prior to joining Corradino, Mr. Ciscar had a distinguished 16-year career with the Florida Department of Transportation's District Six office and served as the District Environmental Management Engineer for 5 and ½ years. In his capacity as the Environmental Management Engineer, he directed the activities of the District Environmental Management Office to ensure compliance with all FDOT objectives, Departmental policies, and FHWA requirements, as well as all federal, state, and local laws and regulations. The primary function of the office was to perform Project Development and Environment (PD&E) Studies. This entails performing engineering and environmental studies, documenting the studies in the form of engineering reports and environmental documents, and conducting extensive public and inter-governmental coordination. Mr. Ciscar was responsible for obtaining all environmental permits and approvals for all of the District's projects.

EXPERIENCE

FDOT, D6, NW 74th Street from NW 74th Avenue to NW 69th Avenue and NW 69th Avenue from NW 74th Street to FEC Hialeah Railyard Entrance – Miami Dade County Project Length: 0.749 miles. *Principal-in-Charge.* The scope of this project consists on reconstruct Local NW 74th Street from NW 74th Avenue to SR 969 NW 72nd Avenue Milam Dairy Road and will also perform RRR improvements including milling and resurfacing on Local NW 74th Street from SR 969 to NW 69th Avenue. The project will also reconstruct NW 69th Avenue from Local NW 74th Street to the Hialeah FEC Rail Yard Entrance and upgrading pedestrian ramps to comply with ADA standards. Juan is responsible for designing roadway improvements that include reconstruction, milling and resurfacing, pavement markings, and sidewalks/curb ramps to comply with ADA standards, preparing the Flexible Pavement Design Package, Design Exceptions, and Design Variations.

FDOT D6, East/West Corridor Multimodal (Transit) Study Review. *Project Manager.* The purpose of the assignment is to further explore the findings of the summary briefing that had been presented to Senior management of the department, and to assist the department in planning the potential development of an East-West Multimodal (Transit) Corridor within Miami-Dade County, and to prepare a full Draft report for submittal to the Department.

FDOT D6, SR 826 East/West PD&E/SIMR Study, Add Express Lanes/Bus Rapid Transit. *Deputy Project Manager and Public Involvement Functional Manager* for the CE-II study to add managed lanes and modify interchanges along the SR 826/Palmetto Expressway corridor from I-75 to Golden Glades Interchange, with the objective of improving mobility, relieving congestion and providing additional travel options in the area.

FDOT D6, SR 826 North/South PD&E Study, Add Express Lanes/Bus Rapid Transit. *Deputy Project Manager and Public Involvement Functional Manager* for the CE-II study to add managed lanes along the SR 826/Palmetto Expressway corridor from SR 836/Dolphin Expressway to I-75, with the objective of improving mobility, relieving congestion and providing additional travel options in the area. Location Design Concept Acceptance (LDCA) was obtained in a record time of 12 months.

FDOT D4, I-95 PD&E Study, Add Express Lanes/Bus Rapid Transit (Phase 3). *Project Manager and Public Involvement Functional Manager* for a widening/reconstruction interstate corridor study, including transit components, managed lanes, interchange modifications, and ITS implementation strategies. Public meetings, workshops and public hearing were required to obtain project Location Design Concept Approval (LDCA).

THE CORRADINO GROUP

MIKE CISCAR, PE - PAGE 2

FDOT D4, PD&E Services for Tri-Rail Coastal Link from Miami to Jupiter, Palm Beach, Broward and Miami-Dade Counties, FL. *Deputy Project Manager* for the NEPA evaluation meeting Florida PD&E and FTA guidelines. The project is analyzing the environmental impacts of providing new commuter rail service on the existing 85-mile section of FEC Rail line along the southeast Florida coast. The project includes environmental documentation of impacts for track operational improvements of additional third track, alternative analysis of 25 potential stations, crossing improvements, traffic impacts and drainage impacts.

SR 924 is an 8.5-mile east/west highway connecting I-75 and SR-826 in Hialeah and SR-909 (West Dixie Highway) in North Miami, FL. *Project Manager.* The westernmost five (5) miles (west of NW 32nd Avenue), named the Gratigny Parkway, is a limited access all-electronic toll road maintained by the MDX. The easternmost three (3) miles is a surface street called NW 119th Street, also known as Gratigny Road. Despite its relatively short length, SR-924 is a major east/west arterial in northern Miami-Dade County.

SR 924 (Gratigny Parkway) West Extension Project Development and Environment Study, Miami-Dade, FL. *Project Manager.* The Miami-Dade Expressway Authority (MDX) is conducting a Project Development and Environment (PD&E) Study for (SR924), also known as the Gratigny Parkway, from SR-826 (Palmetto Expressway) to the Homestead Extension of the Florida Turnpike (HEFT) in Miami-Dade County, Florida. The objective of the study is to extend the SR-924 corridor from its current western terminus at SR-826 to the HEFT. The purpose of this extension is to improve access and meet east-west mobility needs for commuters and freight traffic. This improvement will alleviate existing and future local traffic congestion by providing improved access to the integrated expressway network of HEFT, SR924, I-75 and SR826. The current lack of access to the expressways in the area and the lack of direct connections within the expressway network have created congested traffic conditions throughout the study area.

FDOT D4, I-95 Corridor Planning Study, Express Lanes/Bus Rapid Transit Feasibility Study. *Deputy Project Manager and Public Involvement Functional Manager* on a planning study for the development of managed lanes, ramp improvements, interchange modifications, evaluation of ITS technologies, and other types of transportation improvements covering the I-95 corridor throughout Broward and Palm Beach counties, FL.

Environmental Assessment Study for Park & Ride Facility, Miami-Dade Transit (MDT). *Principal-in-Charge* for this Environmental Assessment Study for the Park & Ride Facility at SW 344th Street and Busway in Florida City.

FDOT D4 and D6, I-95 Express PD&E Study. *Project Manager* for the preparation of a CE-II for the implementation of two express lanes in each direction on I-95 from I-395 in Miami to Broward Boulevard in Fort Lauderdale. The Florida Department of Transportation (FDOT), in cooperation with local transit partners, developed a project to manage congestion and provide travel options in South Florida. The project, called 95 Express, was a combined Bus Rapid Transit/Managed Lane project. Existing lane and shoulder widths were slightly reduced so that an additional lane could be provided on I-95 in each direction without expanding the corridor. The two existing High Occupancy Vehicle (HOV) lanes and two new lanes on Interstate I-95 were converted to limited access Managed Lanes. The Managed Lanes can be used by 95 Express Buses, vanpools and registered carpools for free while other vehicles can use the facility by paying a variable toll. The toll rate will vary depending on the time of day so that the Managed Lanes can be always free flowing – at approximately 50 MPH –. The Managed Lanes provide a reliable option that is there for you when you need it.

FDOT D4 and D6, I-95 Express Lanes/Bus Rapid Transit PD&E/IOAR Study, Add Express Lanes (Phases 1 & 2). *Project Manager and Public Involvement Functional Manager* in cooperation with local transit partners, developed a pilot project to manage congestion.

THE CORRADINO GROUP

YEARS OF EXPERIENCE

11

EDUCATION

BS (Civil Engineering),
University of Florida, 2009

REGISTRATION

Professional Engineer: Florida,
No. 77741, 2014

VANESSA SPATAFORA, PE

Arterial Analysis and Signal Retiming; Intersection Capacity and Safety Review



Mrs. Spatafora has 11 years of engineering experience. She has performed all facets of roadway design and has extensive experience with Florida Department of Transportation (FDOT) procedures, including plans production, preparation of specifications, maintenance of traffic, and cost estimates. In addition, Mrs. Spatafora has considerable highway, intelligent transportation system, crash data analysis and safety evaluation experience.

EXPERIENCE

- Perform Project Development and Environment Studies (PD&E)
- Analyze and develop alignment alternatives for complex highway improvements projects including typical sections, conceptual plan layouts, maps, drawings, right of way maps and other graphical material.
- Analyze various typical section alternates for proposed facilities.
- Generate project cost estimates including engineering cost, construction cost, right of way cost and maintenance cost.
- Make field inspection trips to collect and accumulate information and/or assist in field studies necessary for the preparation of project development studies, preliminary design, cost estimating and other efforts.
- Assist with the preparation of material to be incorporated in project development reports, traffic analysis reports, justification reports, special reports and handout materials. Duties also include assisting in the assemblage of reports, documents and other materials.
- Assist with the development of design presentations for public meetings, elected officials and citizens providing the necessary information to assure the public is sufficiently informed on the proposed projects and improvements.
- Assist with the preparation of material to be submitted to area planning boards, cities, counties, governmental or other agencies for comments and approval.
- Attend and assist with the preparation of public workshops, meetings and hearings.

Miami Dade Transportation Planning Organization SMART Plan General Consultant Services – *Project Manager*. Served as in-house support staff to assist in the development and administration of the Strategic Miami Area Rapid Transit (SMART) Plan studies. Completed quality control reviews, research and analysis as required to support the Miami Dade TPO staff.

Fort Lauderdale General Traffic and Transportation Engineering and Transportation Planning Services - *Project Engineer*. Serving as in-house support staff as Transportation and Mobility liaison to the Department of Sustainable Development for traffic reviews for development projects

Biscayne Everglades Greenway Traffic Study, City of Homestead, FL - *Project Engineer*. Corradino conducted a Traffic and pedestrian Study for the Homestead Biscayne Everglades Greenway. The study focus was on the three proposed pedestrian crossings just to the south of Canal C-103 bridges/structures located at SW 162nd Avenue, SW 152nd Avenue and SW 147th Avenue. The three pedestrian crossings were analyzed for speed data, projected vehicle, pedestrian and bicycle volumes, operational analysis of roadway segments, sight distance and crash data.

City of Aventura Traffic Engineering Services - *Project Engineer*. Providing traffic consulting services, acting as Engineer of Record for traffic engineering task work orders. Provided a variety of traffic and transportation engineering services including DRC traffic

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THE CORRADINO GROUP

VANESSA SPATAFORA, PE - PAGE 2 OF 2

engineering review, intersection analysis, signalization analysis and design, roundabout analysis and design, roadway level of service analysis, public school traffic operational analysis, city-wide traffic modeling, city-wide traffic count database maintenance, corridor signal timing progression analysis, traffic calming and neighborhood traffic mitigation, responded to citizen inquiries and coordinated the interests of the City with the Miami-Dade County Department of Transportation and Public Works, FDOT District VI and other key stakeholder government agencies.

FDOT D2, I-10/US 301 Interchange PD&E/IMR Study, Duval County, FL. *Project Development Engineer.* Responsible for report development, crash data analysis and safety analysis. Interchange improvements; 3 Miles in Duval County, responsible for report development, crash data analysis and safety analysis. Interchange improvements included the construction of a new US 201 northbound to I-10 eastbound on-ramp in the southwest quadrant of the interchange, the reconstruction of the loop ramp in the southwest quadrant of the interchange and the construction of a new two-lane I-10 westbound to US 301 off-ramp in the northeast quadrant of the interchange.

FDOT D6, I-75 PD&E/SIMR Study, Miami-Dade County, FL. *Project Development Engineer.* Responsible for report development, crash data analysis and safety analysis. Add express lanes; 8.6 miles in Miami-Dade County; responsible for report development, crash data analysis and safety analysis. This project was located in northwestern Miami-Dade County and was approximately 8.6 miles in length, from SR 826 to just north of the Miami-Dade/Broward County Line. The project consisted of the potential addition of reversible/special use lanes, auxiliary lanes, interchange improvements and other transportation enhancements.

FDOT D4, I-95 Corridor Express Lanes Feasibility Study, Broward and Palm Beach Counties, FL. *Project Development Engineer.* Responsible for report development, crash data analysis and safety analysis. 65 Miles in Broward and Palm Beach Counties; a planning study for the development of managed lanes, ramp improvements, interchange modifications, evaluation of ITS technologies, and other types of transportation improvements covering the I-95 corridor throughout Broward and Palm Beach Counties, Florida. [Subconsultant.].

PBS&J, Orlando, FL - *Engineer I, Transportation Graduate Program.*

- Trained in the areas of ITS, Tolls, and Roadway Design. Major emphasis of training was in ITS and Roadway Design.
- Assisted in the preparation of roadway plans for US 27 from North of Lake Road to North of Cluster Oak Drive design/build proposal.
- Assisted the Project Manager in coordinating stakeholder workshops. Attended workshops and prepared minutes and action items.
- Prepared 30/60/90 plans for all phases of the Sarasota ATMS project. Developed quantity and pay items list during different stages of this design. Assisted in field reviews held to obtain information necessary to develop the ATMS design.

THE CORRADINO GROUP

YEARS OF EXPERIENCE

16

EDUCATION

BS, Civil Engineering, Florida Atlantic University, 2006
AA, Engineering, Broward Community College, 2002

PROFESSIONAL REGISTRATIONS

Professional Engineer - FL #74567 (2012)
Advanced MOT Certification #76667
Institute of Transportation Engineers (ITE)
American Society of Civil Engineers (ASCE)

DIANA (RIVAS) WHITE, PE

Arterial Analysis and Signal Retiming; Intersection Capacity and Safety Review



Diana has 16 years of experience in Florida as a traffic operations engineer. Her experience includes analysis and design of traffic signals, roundabouts, intelligent traffic operations, roadway safety and the development of traffic studies, such as citywide multi-modal mobility studies, carrying capacity studies, corridor signal re-timing studies, and others. She is a licensed Professional Engineer in Florida and currently holds the Florida Advance Temporary Traffic Control (TTC) certification. She has extensive experience with the Broward MPO Complete Streets &

Localized Initiatives Program (CSLIP), the Broward County Surtax Municipal Capital Projects, as well as Safe Streets and Roads for all (SS4A). She also served as a member of the technical advisory committee TAC at the Broward MPO.

EXPERIENCE

South Beach Promenade Feasibility and Multimodal Traffic Study. *Lead Traffic Engineer.* This project completed the traffic analyses of two different scenarios for the proposed closure of Espanola Way between Collins Avenue and Washington Avenue to improve pedestrian and bicycle connectivity. The feasibility study included the analyses of six (6) different peak scenarios, three (3) during the week and three (3) during the weekend. The project consisted of two components, the first component is the creation of a short-term tactical urbanism strategy to test the proposed closure, which in time could become a long-term improvement. The project also included coordination with Miami Dade County Department of Transportation and FDOT.

Multimodal Mobility Study and Impact Assessment. *Lead Traffic Engineer.* The study was conducted along South River Drive from NW 116 Way to NW 87 master planning study to identify specific transit and non-motorized transportation improvements that would become part of work programs for the Town and its transportation partners; The study included an assessment of bicycle facilities, sidewalks, pavement improvements, American with Disabilities Act (ADA) improvements, drainage and lighting enhancements.

SMART Plan. Miami-Dade County, FL. *Project Engineer.* The study tested the effect of different land use scenarios on future transit ridership in the corridor.

Continuing Services Contract for Traffic and Civil Projects. Broward County, FL. *Lead Traffic Engineer and Project Manager.* Responsible for the preparation of signalization plans, retiming upgrades, signing and pavement markings and minor roadways.

Town Traffic Engineering Services. Davie, FL. *Lead Traffic Engineer.* Traffic Engineers on continuing services contract for site plan applications and traffic engineering task work orders.

City Traffic Engineering Services. Weston, FL. *Lead Traffic Engineer* on this continuous service contract for numerous traffic engineering task work orders; including grant applications, traffic operation analyses, safety analyses and reviews, signal timing and design, etc.

Davie Rd Phase 1 & 2. Davie, FL. *Signalization Engineer of Record.* Included the widening of Davie Rd from four to six lanes between SR 84 and Nova Dr Mast Arm Conversions at Nova Dr and Davie Rd, Davie Rd, and SW 39th St, signal modifications at Reese Rd to accommodate dual left turns, replacement of existing flasher beacon with solar overhead mast arm school flasher.

Nova Dr Corridor Improvements. Davie, FL. Prepared a traffic feasibility study for the proposed roundabout at Nova Drive and SW 73 Way.

THE CORRADINO GROUP

DIANA WHITE, PE - PAGE 2

City-Wide Signal Retiming. Weston, FL. *Lead Traffic Engineer.* Performed signal retiming for all signalized intersections within the City to improve signal coordination and improve overall efficiency along major corridors of the City's roadway network.

City Traffic Engineering Services. Pembroke Pines, FL. *Lead Traffic Engineer.* Traffic Engineer on this continuing services contract for traffic engineering task work orders.

Town Traffic Engineer Services. Surfside, FL. *Lead Traffic Engineer.* Traffic Engineer on continuing services contract for traffic engineering task work orders.

ULDR Update and Complete Streets Manual. Key West, FL. *Transportation Planning.* Complete rewrite of the City's Land Development Regulations. The key areas included new standards related to Complete Streets, Parking, Transportation Demand Management, Green Building and Adaption Planning.

THE CORRADINO GROUP

YEARS OF EXPERIENCE

26

EDUCATION

BS Civil Engineering, 1996,
Auburn University

PROFESSIONAL REGISTRATIONS

Professional Engineer:

TN, #106514

AL, #24234

GA, #37695

FL, #86930

KY, #34511

Professional Traffic Operations
Engineer

MEMBERSHIPS/AFFILIATIONS

Institute of Transportation
Engineers (ITE)

Intelligent Transportation
Society of Tennessee (ITS
TN)

GERALD G. BOLDEN, PE, PTOE

Arterial Analysis and Signal Retiming



Mr. Bolden has 20+ years of experience in transportation planning, traffic engineering, and geometric design. His specific experience includes corridor studies, roadway safety audits, interchange studies, traffic impact studies, traffic signal design, operations and timing, Intelligent Transportation System (ITS) planning and design, capacity analysis and modeling utilizing HCS, CorSIM and Synchro, intersection geometric designs, workzone traffic control plans, and cost estimates.

EXPERIENCE

Tennessee Department of Transportation (TDOT), Continuing Traffic Engineering Services (Statewide). *Client/Project Manager.* Mr. Bolden manages the complete oversight of the continuing services contract with TDOT. The project scopes include traffic signal warrant analysis, traffic signal design, traffic signal phasing and timing, roadway safety analysis, operational analysis, fiber-optic communications design, intersection geometric design, DSRC design and deployment guidance for signal and ITS, and roadway lighting.

US 31 Pedestrian Improvements, City of Spring Hill, TN. *Project Manager/Engineer-of-Record* for the development of ADA improvements and traffic signal modification plans are three heavily congested intersections along the northern segment of the US 31 corridor in Spring Hill. The improvements included ADA curb ramps, pedestal poles for push buttons, pedestrian signal displays, traffic signal heads, and traffic signal timing plans to accommodate the pedestrian crossings.

South Young Street Roadway & Utility Design, City of Sparta, TN. *Project Manager and Lead Engineer* responsible for the completion of the design package for roadway improvements, sidewalks, retaining walls and storm drainage for a collector roadway. The project included approximately 0.8 miles of roadway improvements, approximately 0.6 miles of sidewalks and pedestrian facilities, approximately 500 linear feet of retaining walls and storm drainage structures.

Mallory Lane-Liberty Pike Intersection Design, City of Franklin, TN. *Design Manager* for the design of the intersection of Mallory Lane and Liberty Pike in the Cool Springs area of Franklin. Based on future traffic projections for the continued growth in the area, the current intersection layout cannot adequately accommodate the traffic demand. The scope of the project consists of traffic volume projections, operational analysis, development of recommended intersection configuration, survey, development of intersection right-of-way and construction design plans and bidding assistance. The full buildout of the intersection will include dual left turn lanes, as exclusive right-turn lane and two or three through lanes on all approaches.

SR-50, from SR-106 to SR-11 (US 31A), TDOT, Marshall County, TN. *Project Manager and Engineer-of-Record* for five traffic signals located at various intersections on a 2.2 mile section of SR 50 (US 431) in Marshall County, Tennessee. This is a roadway widening project that includes traffic signal modifications including pedestrian signals, pushbuttons, and crosswalks. Tasks included: design of the traffic signal equipment; traffic signal wiring diagram; phasing and timing of each traffic signal; and pedestrian facility integration.

SR-35, from near Sims Road to near Grapevine Hollow Road, TDOT, Sevier and Jefferson Counties, TN. *Design Manager* for the widening and relocation of a 6.0+ mile two-lane roadway section to a five-lane typical section through mountainous terrain in east Tennessee. Portions of the corridor were designed on a new alignment due to environmental and right-of-way constraints.

City of Franklin ITS Extension, Franklin, TN. *Design Lead and Engineer-of-Record* as a subconsultant for design of the City of Franklin ITS extension project. The scope includes completion of Systems Engineering Analysis (SEA), coordination with TDOT Local Programs Development Office (LPDO), layout of fiber optic communications along Cool Springs Boulevard, layout of traffic signal interconnection

THE CORRADINO GROUP

GERALD G. BOLDEN, PE, PTOE - PAGE 2

throughout the City, design and installation of 6 CCTV cameras and coordination with the City Information Technology group on the fiber optic communications upgrade throughout downtown Franklin.

Volkert, Inc. Transportation Design Group Manager. Responsible for day-to-day operations and management of 12-15 staff positions, business development and marketing of ITS (planning, design and CEI), traffic engineering, transportation planning, and geometric design projects. Also, function as project manager and lead engineer for ITS/traffic engineering and transportation planning and geometric design projects. Clients include Tennessee Department of Transportation and local municipalities and counties throughout Tennessee.

Chattanooga Regional ITS System Phase I CEI, Chattanooga, TN. Project Manager and Resident Engineer for coordination, administration and oversight of the CEI activities. This project included an extension of wireless mesh communications to include an additional 115 signalized intersections in the central traffic signal control system, implementation of Wavetronix and Sensys Network detection devices throughout the system, and implementation of Insync adaptive traffic signal control along the Highway 153 corridor.

Interstate 24 Corridor Feasibility Study, (TDOT), TN. Project Engineer. Responsible for the compilation of data related to existing and proposed ITS deployments, identification of future ITS projects based on traffic and accident data and assisted in coordination with local agencies and public meetings. The project was a 194-mile corridor study under contract to TDOT to examine potential multimodal transportation improvements that would address existing and emerging transportation system issues associated with this strategic corridor through central Tennessee connecting the Clarksville, Nashville, and Chattanooga urban areas.

Shelby County Traffic Signal Inventory and Safety Analysis, Alabama Department of Transportation (ALDOT), Shelby County, AL. Project Engineer. Responsible for the full inventory of 167 traffic signals in 8th Division and Shelby County. The inventory included collecting intersection data such as overall geometry, signing and striping, signal operations, equipment information and overall conditions/ratings of each location. All data was compiled into a final report deliverable and presented to ALDOT for further analysis of each location for potential improvements.

Metro Top Intersections, Nashville and Davidson County, TN. Mr. Bolden was responsible for leading the evaluation and design for 34 intersections identified as high-crash locations. This project included updating crash data, calculating crash rates, evaluating each intersection for operation and safety issues based on the Highway Safety Manual (HSM), proposing safety mitigation strategies and operational modifications, and designing the recommended improvements for each intersection. Recommended improvements varied from adding signage or modifying signal phasing to constructing additional lanes or widening the roadway.

Concord Road CCTV and Signal Interconnect, Brentwood, TN. Project Manager and Lead Engineer for the Systems Engineering Analysis, design of three CCTV locations, traffic signal interconnections and utility make-ready, along the heavily traveled commuter corridor. The interconnection was accomplished with both aerial and underground fiber optic cable for communications to the City's TOC.

THE CORRADINO GROUP

YEARS OF EXPERIENCE

22

EDUCATION

BS, Civil Engineering, Bradley University, Peoria, IL 1998

PROFESSIONAL REGISTRATIONS

Professional Engineer:

2005, Florida, No. 63345

2005, New Hampshire, No. 11546

Professional Traffic Operations Engineer, 2008, No. 2382

RYAN SOLIS-RIOS, PE, PTOE

Project Development Engineer



Mr. Solis-Rios' areas of expertise are planning, traffic operations, safety, and project development. As a former FDOT District Two Project Manager and now with the Corradino Group he has worked and finalized over 28 Planning and Project Development and Environment (PD&E) studies which included express lanes, system-to-system interchanges, service interchanges, interchange reports (IJR, IMR, IOAR), freeway systems, tolled roadways, principal arterial widening projects, and FIHS/SIS facilities. He brings a significant perspective by being involved with the initial project development phases, traffic analyses, and construction management.

The following includes some of his project experience with The Corradino Group:

- Perform Planning and Project Development and Environment Studies (PD&E)
- Perform traffic studies and traffic analysis. Responsible for setting number of lanes, typical sections, intersections and interchange layouts for rural and urban roadways
- Proficient in the application and interpretation of traffic flow and signal timing models
- Analyze and develop alignment alternatives for complex highway improvement projects
- Selection and analysis of various typical section alternates for proposed facilities
- Responsible for planning conceptual Intelligent Transportation Systems (ITS) for interstate express lanes projects
- Responsible for reviewing, producing and evaluating work effort to assure the preliminary engineering and environmental documentation is prepared in accordance to meet HCM, AASHTO, and NEPA standards
- Generate project costs estimates (LRE) including engineering cost, construction cost, right of way cost, and maintenance cost.
- Development of design presentations for public meetings, elected officials and citizens by providing the necessary information to assure the public is sufficiently informed on the proposed improvements

EXPERIENCE

SR 934/NW 74th Street from SR 826/Palmetto Expressway to US 27/SR 25/Okeechobee Road Strategic Intermodal System (SIS) Connector National Highway System (NHS) Connector Planning Study. *Traffic Engineer.* The FDOT is conducting a conceptual design analysis for potential roadway improvements in the vicinity of the SR 934/NW 74th Street SIS and NHS Connectors to the FEC Railway Hialeah Rail Yard that will benefit the movement of freight and goods in Miami-Dade County, Florida. Direct coordination with the FEC regarding the railway and area freight operations formed an integral part of this study. Anticipated growth in truck traffic/freight movement in the area was incorporated into the future build analyses; the primary focus of the improvements was to facilitate truck traffic into and out of the FEC Rail Yard; maintaining or improving overall operational conditions in the study area was a secondary consideration. Recommendations included short-term and long-term improvements to roadways in the vicinity of the Connectors. The analysis includes planning level right-of-way impact analyses and cost estimates

I-95 PD&E Study, 13.5 Mile Add Express Lanes - Broward and Palm Beach Counties - Project Engineer/Traffic Engineer. Participated in the existing traffic data collection efforts by designing the methodology and actual traffic counts process and QA/QC. Developed Turning Movement Counts, AADT, and DDHV volumes. Analyzed the interstate corridor using HCS, Synchro, and VISSIM to evaluate the existing conditions and identify future improvements. The analysis included 7 interchanges including two system-to-system interchanges. Conducted a Safety Study to determine high crash segments and spots and identify possible solutions to reduce crashes.

THE CORRADINO GROUP

RYAN SOLIS-RIOS, PE, PTOE - PAGE 2

As part of the project, conceptual layouts were developed to improve the traffic operations using traffic engineering techniques. The project involved developing a conceptual ITS system to service the new proposed express lanes system and a Traffic Technical Memorandum.

SR 924 West Extension PD&E/SIMR Study, 12.5 Mile New Corridor Extension - Miami-Dade County - Deputy Project Manager/Traffic Engineer. Participated in the existing traffic data collection efforts by designing the methodology and actual traffic counts process and QA/QC. Developed Turning Movement Counts, AADT and DDHV volumes. Analyzed the interstate corridor using HCS, Synchro, and CORSIM to evaluate the existing conditions, future conditions, and identify future improvements. The analysis included 5 interchanges including two system-to-system interchanges and five arterial intersections. Conducted Safety Study to determine high crash segments and spots and identify possible solutions to reduce crashes. As part of the project, conceptual layouts were developed to improve the traffic operations using traffic engineering techniques. The project involved developing a conceptual ITS system to service the new proposed express lanes system. During this project, the following traffic reports were developed: Traffic Technical Memorandum, IMR, and SIMR Interchange Proposals.

I-75 Project Development & Environment (PD&E) Study, Florida Department of Transportation (FDOT), District 6, Miami, FL. *Project Engineer* for Project Development and Environment Study for roadway and transit improvements to SR-93/I-75. Proposed improvements include the following elements:

- The implementation of reversible lanes within the median. Access to and from the reversible lanes may be by either slip-ramps or special-use lane access ramps, with access control mechanisms;
- Development of transitway (BRT) along the roadside of I-75. The southern terminal station is proposed to be the Palmetto Metrorail Station (PalTran);
- An Interchange Justification Report (IJR) for a new interchange in north Miami-Dade County to be provided at either NW 154 Street or NW 170th Street;
- Restrict movement from I-75 directly to NW 122nd Street via SR-826.

The proposed modifications include the addition of a new ramp movement from I-75 running parallel to SR-826 but west of the existing southbound roadway overpassing NW 122nd Street and merging onto southbound SR-826 prior to NW 103rd Street. They also include a slip ramp from I-75 to the existing frontage road south of I-75 to provide access to NW 122nd Street. Project Cost: \$2,500,000; Construction Cost: Est. \$5,700,000.

I-10/ US 301 Interchange PD&E/ IMR Study, 3 Mile Interchange Improvements - Duval County - Project Manager/Traffic Engineer. Developed Turning Movement Counts, AADT and DDHV volumes. Analyzed the interchange using HCS, Synchro and SIMTraffic to evaluate the existing conditions and identify future interchange improvements. The analysis included two arterial intersections and two interstate ramp terminals. Conducted a Safety Study to determine high crash segments and spots and identify possible solutions to reduce crashes. As part of the project, conceptual layouts were developed to improve the traffic operations using traffic engineering techniques. During this project, the following traffic reports were developed: Design Traffic Memorandum, Traffic Analysis Technical Memorandum, and an IMR Interchange Proposal.

I-75 PD&E/ SIMR Study, 8.6 Mile Add Express Lanes - Miami-Dade County - Deputy Project Manager/Traffic Engineer. Developed AADT and DDHV volumes. Analyzed the interstate corridor using HCS, Synchro and CORSIM to evaluate the existing conditions and identify future improvements. The analysis included 7 interchanges including two system-to-system interchanges. Conducted a Safety Study to determine high crash segments and spots and identify possible solutions to reduce crashes. As part of the project, conceptual layouts were developed to improve the traffic operations using traffic engineering techniques and an IJR Interchange Proposal.

I-95 Express PD&E Study, Florida Department of Transportation (FDOT), Districts 4 and 6, Miami, FL. *Project Engineer* for the preparation of a CE-II for the implementation of two express lanes in each direction on I-95 from I-395 in Miami to Broward Blvd. in Ft. Lauderdale. The FDOT, in cooperation with local transit partners, developed a project to manage congestion and provide travel options in South Florida. The project, called 95 Express, was a combined Bus Rapid Transit/Managed Lane project.

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THE CORRADINO GROUP

YEARS OF EXPERIENCE

27

EDUCATION

BS (Civil Engineering), Rose-Hulman Institute of Technology, Terre Haute, Indiana, 1991

MBA, Indiana University, Indianapolis, IN, 1996

PROFESSIONAL REGISTRATION

Professional Engineer:

Florida, No. 62283, 2005

Indiana, No. 19700416, 1997

Michigan, No. 6201051772, 2004

Kentucky, No. 23746, 2004

Professional Traffic Operations Engineer (PTOE), 2003

PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers (ITE)

American Council of

Engineering Companies (ACEC)

Franklin Township Land Use Committee

PROFESSIONAL TRAINING

Highway Capacity Manual (HCM) Short Course,

Purdue University – 2006

Hazard Analysis Tools (HAT)

for Highways Software,

Purdue University – 2006

Synchro/SimTraffic Training

Course, Trafficware – 2005

DAVID CLEVELAND, PE, PTOE

Project Development and Environmental



Mr. Cleveland is responsible for transportation planning, engineering scoping, safety/capacity analysis, roadway design, defining traffic operations measures, access management techniques, setting horizontal and vertical alignments, intersection and interchange geometrics, and cost estimating. His background in public involvement allows explanation of engineering needs in laymen's terms. He was Project Manager for the 11-mile I-465 (west leg) reconstruction project in Indianapolis, which included added travel lanes and the reconfiguration of eight urban interchanges

EXPERIENCE

I-65/I-70 North Split Reconstruction: Downtown, Indianapolis, IN. Managing all traffic modeling, capacity analysis, safety analysis, Interstate Access Document (IAD) preparation, and MOT modeling. IAD submittal is anticipated for Summer 2018.

I-65 at SR 267 and CR550S, Boone County, IN. Managing all traffic modeling, capacity and safety analysis, IAD and Environmental Assessment (EA) efforts for this interchange modification and new interchange project. FHWA approved the draft IAD in 2017, and the EA will be submitted in May 2018.

Road Safety Audits, Statewide, TN. *Project Engineer.* Performed Road Safety Audit Reports for Tennessee Department of Transportation (TDOT). Each RSAR began with a review of existing conditions involving crash data available for a multi-year period. Historic traffic data were reviewed and, if necessary, new/additional data were collected. The data were summarized, and a determination made whether certain locations have higher-than-average crash rates. Remedies may address changes in roadway geometry, such as horizontal and vertical curves, clear distances, obstacles, poor sight distance, poor signage, and the like. Project Cost: Average \$20,000 (fee)

Indiana Department of Transportation (INDOT), SR 61 Boonville Bypass, Warrick County, IN. *Project Manager.* This 4-mile, 2-lane western bypass of the Town of Boonville goes through heavily wooded rolling coal country and follows existing county roads as well as new open terrain segments. Corradino prepared the Environmental Assessment (EA) and obtained permits such as construction in floodway (CIF), Rule 5 erosion control, and individual 401/404 water quality certifications. Corradino then prepared the field topographic survey, design plans, and right-of-way engineering, as well as four separate sets of construction documents: grading and utility

plans, corridor roadway plans, and two sets of bridge plans. Full land acquisition and three new round-a-bouts were included at the three new public road access points along the corridor, as well as a new bridge over Carter Traylor Ditch, and a new bridge over Cypress Creek. Corradino also prepared engineer's estimates for each set of construction documents. This \$14 million project is currently under construction. Project Cost: \$2 million (fee).

Indianapolis, INDOT, I-69 at 106th Street New Interchange. *Project Manager.* This project involved the preparation of an Interchange Justification (IJ) Study and an Environmental Assessment (EA) for a \$35 million new interchange along an urban freeway with AADT of 130,000 vehicles per day. Mr. Cleveland managed the collection of turning movement counts and tube counts for the one square mile study area. He worked with Corradino staff to develop a TransCAD travel demand model to forecast future traffic and test alternatives for the project. Mr. Cleveland then used HCS software to analyze traffic capacity for all I-69 mainline, merges, diverges, and weaves; Synchro/SimTraffic to set signal timing for all signalized intersections; and Sidra to analyze roundabouts. Alternatives studied included

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DAVID CLEVELAND, PE, PTOE - PAGE 2

tight diamond, single point urban interchange (SPUI), double diverging diamond (DDI), and roundabout interchange (Preferred Alternative). The study also included extensive highway signing plans. Mr. Cleveland developed preliminary designs for the various interchange alternatives. The Federal Highway Administration (FHWA) approved the IJ Study and the EA provided a finding of "operational and engineering acceptability" in 2015.

SR 9 and Boyd Avenue Intersection Improvement in Greenfield, IN. *Project Manager.* This project included pavement replacement, the addition of a westbound to northbound right turn lane, improvement of turning radii, and the upgrade of the existing signalization for this intersection adjacent to the Hancock County Regional Hospital in Greenfield, IN. Corradino prepared the Categorical exclusion (CE), the topographic survey, roadway design construction documents, Rule 5 erosion control permit, engineer's cost estimates, and acquisition of donated right-of-way from the hospital. This \$1 million improvement was a local public agency (LPA) project utilizing federal funds; therefore, the project was subject to INDOT design review at the various stages of project development. Project Cost: \$150,000 (fee).

Statewide Major Highway Management Plan (MHMP). Managed this statewide study to prioritize INDOT's investment strategies. Worked closely with INDOT Executive Staff and Managers to develop analysis methodology and scoring criteria. The MHMP served as a pre-cursor to Governor Pence's Blue-Ribbon Commission in 2015.

TDOT, Road Safety Audits, Statewide, TN. *Project Engineer.* Corradino performed Road Safety Audit Reports for TDOT under an on-call contract. Each RSAR began with a review of existing conditions and crash data available for a multi-year period. Crash patterns were identified, and countermeasures were proposed as remedies. Remedies included changes in roadway geometry such as horizontal and vertical curves, clear distances, obstacles, poor sight distance, poor signage, and the like. If the remedies were minor in nature, Corradino prepared "No Plans Contracts." Project Cost: \$1 million (fee).

I-69 from U.S. 50 to U.S. 231, Tier 2 – Sections 2, 3, and 4, Daviess and Greene Counties, IN. *Deputy Project Engineer.* This project included a Final Environmental Impact Statement and preliminary design for Section 3, the 26-mile section of new terrain interstate in Daviess and Greene counties. Mr. Cleveland was responsible for roadway geometrics including horizontal and vertical curvature and interchange configurations. The project also included final design for portions of Sections 2, 3, and 4 of new terrain interstate in Pike, Daviess, Greene, and Monroe counties totaling approximately 77 miles of the new terrain I-69 Evansville to Indianapolis project. Section 4, the 25-mile segment in Greene and Monroe counties, traverses heavily wooded, rolling terrain with karst features. Sections 2, 3, and 4 construction costs were estimated to be approximately \$900 million. Project Cost: \$9.5 million (fee).

I-465/I-69 (Northeast Side), Marion County, IN. *Project Manager.* This project included an interchange justification (IJ) study, and preliminary design to reconstruct and add travel lanes for 11 miles of heavily travelled urban interstate, 8 miles along I-465 and 3 miles along I-69 on the northeast side of Indianapolis, IN. This is one of the more congested freeways in Indiana with approximately 130,000 vehicles per day. The project included four interchanges, one of which is the I-465/I-69 system interchange, and a collector-distributor (CD) system along I-69. Mr. Cleveland managed all data collection, traffic capacity analysis, and alternatives development for the project. Mr. Cleveland was responsible for geometric layout of the mainline improvements and the interchange alternatives including setting horizontal and vertical alignments, preparing preliminary plan and profile documents, and the setting of construction limits. Mr., Cleveland also managed the estimation of construction costs, which were critical in selecting the preferred alternative. One unique feature of the project was Corradino's successful management of the relocation of the 33-grave Whitesell Pioneer Cemetery. Construction was estimated to cost approximately \$450 million. Project Cost: \$500,000 (fee).

THE CORRADINO GROUP

YEARS OF EXPERIENCE

30

EDUCATION

B.S., Civil Engineering - Catholic
University of Ecuador, 1987

PROFESSIONAL REGISTRATIONS/ QUALIFICATIONS

Professional Engineer, Florida
(47523) 1994
Certified General Contractor,
Florida (CGC061113) 2000
Standard Inspector, Florida (1996)

GORKY CHARPENTIER, PE, CGC

Roadway, Intersection and Signal Design



Gorky Charpentier has more than 30 years of experience in the design and management of transportation and municipal projects during the design and construction stages. His Florida Department of Transportation (FDOT) and Municipal experience includes the management of groups and teams for the technical execution of complex roadway projects.

EXPERIENCE

Golden Glades Interchange, Miami-Dade County. Project Manager for developing Traffic Control Plans for SB SR 9A/ I-95. I-95/SR 9A SB will be reconstructed, raised, and widened to accommodate direct managed lane connections between Florida's Turnpike and southbound I-95 Express lanes. The planned project improvements are necessary to provide a southbound Express Lane Connector. This project is situated entirely within Miami-Dade County and covers the segment of I-95 from Opa-locka Boulevard to the C-8 Canal (Biscayne Canal). Reference: Auraliz Benitez, PE (305) 470-5471.

Brightline At-Grade Railroad Crossings, Project Role: Roadway Lead. Responsible for modifications to all the intersecting roads with the FEC railroad tracks in Palm Beach County, Martin County and St. Lucie County. The scope included roadway, signing and pavement marking and construction layout plans for 74 railroad crossings. Ryan White 407.304.8432.

Golden Glades Interchange – Master TCP Development, Miami-Dade County. Managed the development of a Master TCP design for the Golden Glades Interchange, a \$600M interchange project consisting of nine segments being designed by six different engineering firms for the Florida Department of Transportation District 6. Analyze TCP design alternatives for constructability and feasibility while maximizing safety and minimizing impacts to the traveling public. Managed a robust team of engineers to identify project constraints, including complex bridge construction, night-time interstate roadway pavement reconstruction, and continual maintenance of access to Express Lanes during all phases of construction. Coordinated with the design engineers of all the project segments to address tie-in points between segments, analyze detour routes, and assist in implementing the Master TCP design into the final design. Fabiana Gonzalez, PE 305-470-5183.

SR 826/Palmetto Expressway Project from SR 924/I-75 Interchange to the west of NW 17 Avenue in Miami-Dade County. Owner's Representative: in charge of coordinating the design among the 6 different consultants. The services included providing General Engineering Consultant services as needed to support the Department in managing and submitting this project. The scope included but not limited to submittal reviews, analysis of design issues, coordination with the District Design Engineer, Public Presentations, etc. This project includes the reconstruction of SR 826 to provide three general-purpose lanes, auxiliary lanes and express lanes in each direction from I-75 to I-95. Additionally, it will improve sidewalks and bicycle lanes along the frontage roads, and install a new ITS, lighting and drainage systems. Raul Quintela, PE 305-470-5271

I-564 Intermodal Connector Design-Build, US Department of Transportation, Norfolk, VA: Project Role: Production Manager. Proposed improvements include the construction of the I-564 interchange, bridges and local connectors associated with the I-564 Intermodal Connector. In addition, the project includes improvements on Naval Station Norfolk, Naval Support Activity Hampton Roads and Norfolk International Terminals. Project Construction Cost: \$90 M Reference: Bill Eshbaugh, PE, (757.447.9104). 03/2016-2/15/17.

I-4 Ultimate Public Private Partnership, FDOT District 5, Design-Build, Orange County, FL: the project consists of reconstruction of a 21-mile section of I-4. Responsible for the QA/QC of Roadway and TCP documents in Area 4 (Maitland Blvd to SR 434). Project Amount: \$2.4B, Reference: Loreen Bobo, PE, (386 943-5471). 07/2014-03/2016.

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I-595 Reconstruction, FDOT District 4, Length of Corridor: 10 Miles Project Role, Broward County, FL: Project Manager – Post Design Services. In charge of leading the post-design services related to the \$1.3 Billion Public-Private Partnership project. Duties included the post-design services, managing requests for information, shop drawing reviews, field change requests, traffic control plan adjustments, field visits, and resolution of conflicts in the field. It also involved administrative duties, including management of a large design team, with several consultants, invoicing, progress reporting, and project management office administration. [4/2010 -5/2013] Reference: PM: Paul Lampley, PE (954) 777-4384

I-595 Reconstruction, FDOT District 4, Length of Corridor: 10 Miles Project Role, Broward County, FL: Roadway Lead Engineer. In charge of leading the design team for all structural components in a \$1.3 Billion Public-Private Partnership project (the largest project in the nation at the time), including design modifications to 9 interchanges, adding 3 reversible express lanes from I-75 to E of SR 7, 60 roadway bridges, more than 100 lane miles. This effort included the coordination of a large design team with several consultants and other disciplines and agencies involved in the project, as well as administrative duties, including invoicing and progress reports. [March 2008 to April 2010] Reference: PM: Paul Lampley, PE (954) 777-4384

SR 821 Homestead Extension of Florida's Turnpike (HEFT) Widening, Florida's Turnpike Enterprise (FTE), Miami, FL: Post Design Project Manager. Responsible for modifications and upgrades during construction. This project included the addition of two lanes in each direction along the mainline for the widening of approximately 2.5 miles of the Turnpike, express lanes, and improvements to local roads from SW 216th Street to Eureka Drive (SW 184th Street). Corridor Length: 2.5 Miles Reference: Paul Naranjo, 407.532.3999, Project Dates: 2013-2014

General Engineering Consultant Services, Miami-Dade Expressway Authority (MDX), Miami, FL: Chief Engineer responsible for the consultant management for several MDX projects. Specific areas of technical responsibility included transportation planning, design and construction support for five limited-access highway facilities, more than 120 structures, and many toll plazas and support buildings. Responsibilities included recommending procurement types; preparing procurement documents issued by MDX; reviewing submitted responses to solicitations; and managing and coordinating all final design consultants working for the authority and procurement of all necessary environmental permits. Corridor Length: N/A Reference: Juan Toledo, 305.637.3277 Project Dates: 9/2007-3/2009

SR 836 Toll Plazas, MDX, Miami, FL: Project Manager responsible for 2.4 miles of design and post-design services for the roadway reconstruction along SR 836 from NW 87th Avenue to NW 107th Avenue with two toll plazas, including a new drainage system, ramps, lighting and toll plaza buildings. Corridor Length: 2.4 Miles Reference: Juan Toledo, 305.637.3277 Project Dates: 11/2005-9/2007

SR 836 Flyover, MDX, Miami, FL: Project Manager responsible for 1.6 miles of post-design services that included a flyover ramp, three new bridges and one bridge widening, a completely new drainage system, new lighting system and signage, and pavement markings. Corridor Length: 2.6 Miles Reference: Juan Toledo, 305.637.3277 Project Dates: 5/2004-7/2007

SR 826 (Palmetto) and SW 8th Street Interchange, FDOT District 6, Miami-Dade County, FL: Project Manager for design, plan preparation, permitting and quality control of modifications to an existing interchange. The project included modifications to all existing ramps and 1.1 miles of SW 8th Street improvements. Newly designed infrastructure included two bridges, signals, a drainage system and three outfalls at the C-4 canal. Corridor Length: 1.1 Miles Reference: Judy Solaun, 305.470.5343 Project Dates: 3/2000-5/2004

Campbell Drive Interchange, FTE, Miami-Dade County, FL: Project Manager responsible for the design, plan preparation, permitting and quality control of modifications to the existing interchange. The 1.1-mile project included two additional ramps, two new bridges, a county road improvement, new signals, landscape, two new toll plazas and two new outfalls at the C-103 canal. Corridor Length: 1.1 Miles Reference: Will Sloup, 407.264.3086 Project Dates: 12/1997-1/1999

Southern Boulevard Interchange, FTE, West Palm Beach, FL: Project Manager responsible for the 1.1-mile design and post-design phase. Performed plan preparation, permitting and quality control for this new interchange in Palm Beach County. New design included an interchange with on- and off-ramps, signals, water main extensions, lift stations, two bridges and a sanitary sewer force main. Additional work on existing infrastructure included county road improvements and C-51 canal modifications. Corridor Length: 1.1 Miles Reference: Will Sloup, 407.264.3086 Project Dates: 5/1994-2/1999

THE CORRADINO GROUP

YEARS OF EXPERIENCE

25

EDUCATION

BS (Civil Engineering),
University of Massachusetts,
Amherst, MA, 1993

PROFESSIONAL REGISTRATION

Professional Engineer: Florida,
No. 53147 (1998)

Jeffrey D. Coffin, PE

Traffic Engineering Roadway Intersection & Signal Design



Mr. Coffin's areas of expertise include nearly all the facets of Roadway Design and Project Development and Environment (PD&E) Studies. Jeff has over 25 years of experience in the Roadway Design/PD&E Industry, with a concentration of Express Lanes-related projects in the past 10 years. He has cutting-edge experience with Managed Lane/Express Lane conceptual design along with complex interchange design. Some of this experience includes: Preparing highway plans for PD&E studies, corridor studies, minor highway roadways design projects, major highway design projects; Generating roadway construction cost estimates using the Florida

Department of Transportation (FDOT) Long Range Estimate (LRE) software; Designing conceptual minor/major/controlled access, highway facilities and interchanges in order to select the most feasible and cost-effective design; and Roadway design and preparation of roadway plans for numerous projects in accordance with the Florida Design Manual, including complex interchange geometry, roadway cross sections, profiles, MOT design and plans, right of way acquisition, utility adjustment plans, drainage design, stormwater pollution prevention and typical section packages.

EXPERIENCE

Project Engineer/Lead Designer

- Analyze and develop alignment alternatives for complex highway and interchange improvement projects for PD&E studies
- Selection and analysis of various typical section alternatives for proposed facilities
- Generate project costs estimates including engineering cost, construction cost, right of way cost and maintenance cost
- Some of the most recent Project Experience is listed below:

SR 869 (Sawgrass Expressway) PD&E Study, Corridor Widening and Interchange Improvements – Prime Consultant - 7.0 Miles in Broward County - Project Engineer – Preparation of a SEIR, design concept alternatives along the Sawgrass Expressway and Florida's Turnpike, structural considerations and SIMR.

CR 609 Planning and Conceptual Engineering Study, New Corridor – Prime Consultant - 50 Miles in in Martin, St. Lucie, and Indian River Counties - Project Engineer - The study evaluated multimodal opportunities for a regional north-south corridor in the Treasure Coast area. The key components of the analysis were environmental impacts, travel demand, typical section alternatives, corridor alignment alternatives, utilities, right of way and project cost.

I-75 PD&E/ SIMR Study, Add Express Lanes – Prime Consultant - 8.6 Miles in Miami-Dade County - Lead Designer – Responsible for the express lanes design, interchange design, coordination with Client and other consultants and cost estimating (LRE). Concept development included 2 system-to-system and 5 service interchanges.

I-10/ US 301 Interchange PD&E/ IMR Study, Interchange Improvements – Prime Consultant - 3 Miles in Duval County - Lead Designer – Responsible for the design and analysis of multiple interchange concepts to select a recommended alternative.

SR 826 North/South PD&E Study, Add Express Lanes – Sub-Consultant - 5.9 Miles in Miami-Dade County - Lead Designer – Responsible for the addition of express lanes and/or additional general-purpose lanes, which included highway design, complex conceptual design, interchange design, plans preparation, cost estimating (LRE), alternative selection, developing safety improvements and report generation. Concept development included 1 system-to-system and 6 service interchanges.

I-95 PD&E Study, Add Express Lanes (Phase 3) – Prime Consultant - 13.5 Miles in Broward and Palm Beach Counties - Lead Designer – Responsible for the addition of express lanes, which included highway design, complex conceptual design, interchange design, plans preparation, cost estimating (LRE), alternative selection, developing safety improvements, typical section package, design exception/variation packages and report generation.

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SR 924 West Extension PD&E/SIMR Study, New Corridor Extension, Connection with I-75/SR 826 Express Lanes – Prime Consultant - 12.5 Miles in Miami-Dade County - Lead Designer – Responsible for the freeway extension design connecting to the SR 826 and I-75 express lanes systems, which included highway design, complex conceptual design, interchange design of three system-to-system interchanges, plans preparation, cost estimating (LRE), alternative selection, typical section package, design exception/variation packages and report generation. Concept development included 2 system-to-system and 2 service interchanges.

SR 826 East/West PD&E/SIMR Study, Add Express Lanes – Sub-Consultant - 9.2 Miles in Miami-Dade County - Lead Designer – Responsible for the addition of express lanes and/or additional general-purpose lanes, which included highway design, complex conceptual design, interchange design, plans preparation, cost estimating (LRE), alternative selection, developing safety improvements and report generation. Concept development included 2 system-to-system and 6 service interchanges.

I-295 (SR 9A) Western Beltway Corridor Planning Study, Express Lanes Feasibility Study – Prime Consultant - 35 Miles in Duval County - Lead Designer – Responsible for the conceptual design of express lanes, cost estimating (LRE) and the evaluation of the feasibility of several concepts in order to move forward to the PD&E phase(s). Concept development included 3 system-to-system and 15 service interchanges.

I-75 (SR 93) Corridor Planning Study, Feasibility Study – Prime Consultant - 112 Miles in Sumter, Marion, Alachua, Columbia and Suwannee Counties - Project Engineer – Feasibility Study to add corridor and interchange capacity. Evaluated express lanes, general use lanes and auxiliary lanes. The study focused on three areas: 1) D2 & D5 corridor typical section evaluation; 2) D2 & D5 Truck operations and 3) 13 Interchange improvements in D2, which involved 1 system to-system and 12 service interchanges.

SR 826 PD&E/SIMR Study, Add Express Lanes – Prime Consultant - 7.2 Miles in Miami-Dade County - Project Engineer – Freeway express lanes project, which involved corridor-wide improvements, interim roadway and bridge improvements evaluation and implementation, interchange modifications, inter-phase coordination with adjacent MDX on-going projects and the evaluation of ITS technologies. Public meetings, workshops and a public hearing were required to obtain project Location Design Concept Acceptance (LDCA).

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YEARS OF EXPERIENCE

30

YEARS AT CORRADINO

30

EDUCATION

BS (Civil Engineering),
University of Miami, 1987

MARVIN GUILLEN

Roadway, Intersection and Signal Design



Mr. Guillen is a Senior Roadway Design Engineer responsible for the design and production of transportation engineering projects for the Florida Department of Transportation, Miami-Dade County, and other municipalities throughout South Florida. Mr. Guillen has specialized expertise in horizontal and vertical roadway geometry; traffic signing and pavement marking; signalization, lighting, storm drainage design and storm water management; FDOT design, specifications and construction procedures. His highway designs range from \$23,000 local road improvements to \$40 million Interstate Highway mainline and interchange

design and rehabilitation projects. Mr. Guillen has 30 years of experience in highway engineering design and construction, he has been with The Corradino Group for 25 years, where he has designed the horizontal and vertical roadway geometry of more than 100 projects during his tenure in the company.

EXPERIENCE

SR-907/Alton Road Reconstruction, Miami-Dade County, FL. *Project Engineer.* Responsible for assisting in the design and preparation of the Traffic Control Plans detailing the maintenance of vehicular and pedestrian traffic during the reconstruction of SR 907/Alton Road. The Traffic Control Plan from 43rd Street to Pine Tree Drive consists of a 3 Phase approach which proposes a large/safe work zone while decreasing overall construction time. This segment also includes traffic crossovers and temporary signalization. The Traffic Control Plan from Pine Tree Dr. to east of Allison Rd. consists of a 4 Phase approach which also includes temporary signalization and details for the proper/safe maintenance of traffic upstream and downstream of a bascule bridge adjacent to the project terminus.

West 31st and 32nd Streets and West 11th and 9th Avenues, Miami-Dade County, FL. *Project Engineer* responsible for the design and preparation of contract documents detailing the full roadway and drainage reconstruction as part of the City of Hialeah's Roadway Improvement Program. The newly designed drainage system consists of several self-contained French Drain systems that run the length of each street as is the policy in Hialeah. The proposed drainage and roadway improvement will be permitted through Miami-Dade County's RER Department. The project also includes lighting and signing & pavement marking improvements throughout the project limits. Extensive care was made during design to minimize impacts to existing landscaping, utilities and all other existing above ground objects.

Task Work Order Based Contract, the City of Hialeah, FL. *Design Engineer.* The scope of these projects consists of aiding the City of Hialeah with the design and preparation of documents detailing the full roadway and drainage reconstruction of multiple streets. The projects also include lighting and signing and pavement marking improvements throughout the project limits. The reconstruction of these roads converted the existing flush shoulder condition to a curb and gutter section which required the raising and lowering of the roads to provide an adequate profile for drainage. The projects also added parallel parking where space permitted, and sidewalks and ramps were provided following the latest ADA standards. Throughout this contract Corradino has completed more than 20 projects over 15+ years. Some of the most significant projects are as follows:

- East 7th Avenue from East 5th Street to East 9th Street and East 6th Street, East 6th Place, East 7th Street and East 8th Street from East 6th Avenue to East 8th Avenue
- East 5th Avenue from East 12th Street to East 17th Street, East 13th Street, East 14th Street and East 16th Street from East 4th Avenue to East 6th Avenue

Oceana Bal Harbour Signalization Improvements, Miami-Dade County, FL. *Project Engineer.* Responsible for all required engineering and permitting services with a complete set of construction documents and all required permits required to construct the required signalization modification at the intersection of SR A1A / Collins Avenue and Harbor Way to accommodate the proposed condominium development named the Oceana Bal Harbour. Work included the relocation of the pedestrian signalization from the existing mast arms to proposed pedestrian signal pedestals located adjacent to the new crosswalk locations; new mast arm and signalization controlled to replace the mast that is in conflict with the proposed north driveway to the property; replacement of all signalization loops

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MARVIN GUILLEN - PAGE 2

that are damaged by any of the roadway construction; Signal Operating Plan modifications as required through Miami-Dade County Public Works and Waste Management Department's Traffic Signals and Signs Division.

East 5th Avenue & East 10th, 12th, 13th, 14th and 16th Streets, Miami-Dade County, FL. *Project Engineer* responsible for the design and preparation of contract documents detailing the full roadway and drainage reconstruction. The newly designed drainage system consists of several self-contained French Drain systems that run the length of each street. This project is located in a densely residential neighborhood with multiple driveway connections per property. The reconstruction of the road converted the existing flush shoulder condition to a curb & gutter section which required the raising and lowering of the road in order to provide an adequate profile for drainage. The typical section conversion, profile modification and parking addition required extensive analysis of the connections to the existing properties at the right-of-way line to ensure positive drainage from the properties as well as driveways, sidewalk connections, etc. The project also included lighting and signing and pavement marking improvements throughout the project limits.

SR 997/Krome Avenue Interim Resurfacing, FPIDs 434390-1-52-01, 434930-2-52-01, 434930-3-52-01, 434930-4-52-01, 434930-5-52-01 and 434930-6-52-01, Project Length: 1.472, 0.539, 0.563, 0.647, 0.572 and 2.110 miles Respectively, Miami-Dade County, FL. *Project Engineer* responsible for the design and preparation of contract documents detailing the maintenance resurfacing on 6 segments of SR 997/Krome Avenue from SW 297th Street (MP 3.701) to SW 136th Street (MP 13.654). Two of the projects are classified as RRR (434930-2 and 434930-6) and the other four projects are classified as Pavement Only Projects (POP). These projects are being performed in order to maintain and adequate Pavement Condition Survey Rating prior to the widening of the SR 997/Krome Avenue corridor that will take place in FY 2021-2022.

SR 826/Palmetto Expressway RRR, FPID 432743-1-52-01 - Project Length: 1.343 Miles, Miami-Dade County, FL. *Project Engineer* responsible for the design and preparation of contract documents detailing the RRR of SR 826/Palmetto Expressway from its southern terminus at SR 5/US 1/S. Dixie Highway (MP 0.000) to just north of SR 878/Snapper Creek Expressway (MP 1.343). The project also includes the upgrading of substandard guardrail terminals, replacement of guardrail to bridge railing transitions (Bridge 870129), upgrading of bridge railing with vertical face retrofit (Bridge 870129), replacement of bridge expansion joints and replacement of all pavement markings.

Florida Department of Transportation, District 6, I-75 Express Lanes from County Line to SR-826, Miami-Dade County, FL. *Project Engineer.* Responsible for the design and plans preparation for design build RFP documents. The scope consisted in the adding two express lanes in the I-75 median with an egress and an ingress access point.

FDOT, D6, Reconstruction Project - I-75 Express Lanes from County Line to SR 826, FPID 432687-1-52-01 – Project Length: 3.07 Miles, Miami-Dade County, FL. *Project Engineer* responsible for the design and plans preparation for design build RFP documents. The scope consisted in the adding two express lanes in the I-75 median with an egress and an ingress access point.

Reconstruction of East 7th Avenue from East 5th to East 9th Street, and East 6th Street, East 6th Place, East 7th Street, and East 8th Street from East 6th to East 8th Avenue, Hialeah - Project Length: 1.188 Miles, Miami-Dade County, FL. *Project Engineer* responsible for the overall design and development of the contract plans. The scope consisted of complete reconstruction, including new drainage, signing and pavement markings, and lighting.

Coral Reef Elementary Safe Routes to School, Palmetto Bay, FL. *Project Roadway Engineer.* Responsible for the design and plans preparation for design build RFP documents. The scope consisted in providing sidewalk, ADA standards, and pavement marking improvements for the pedestrian accessing Coral Reef Elementary School in the Village of Palmetto Bay. The project was part of FDOT local agency programs.

Town of Medley –Roadway, Water Main and Sanitary Sewer Improvements along NW 97th Avenue and NW 109th Street, Medley, FL. *Roadway Engineer* supporting 1,525-LF of new 16-inch (HDPE) Water Main along NW 74th Street to abandon existing 8-inch (AC) Water Main and 2-inch (HDPE) Force Main improvements to the area along NW 74th Street that will include a horizontal directional drill (HDD). Further work included design of improvements to allow the extension of sewer service to the most southern parcels along NW 97th Avenue via the installation of approximately 500-linear feet of new 8-inch PVC sewer main inclusive of new laterals and cleanouts at the property line of each parcel along with manholes as required. The project area to be reconstructed by FDOT required the Water Main and Force Main upgrades/relocation.

THE CORRADINO GROUP

YEARS OF EXPERIENCE
10

EDUCATION

BS Civil Engineering, 2010,
University of South Florida
A.B. Management, 2005,
University of New Hampshire

CERTIFICATIONS/TRAINING

TDOT Local Government
Guidelines
TDOT Local Government CEI
TDOT Concrete Field
Technician
TDOT HMA Roadway Inspector
TDOT Soils and Aggregate
Technician
TDOT Nuclear Gauge Field
Technician
TDEC EPSC Level 1 & 2
IMSA – Traffic Signal Inspector
Level 1
IMSA – Traffic Signal
Technician Level 2
IMSA – Work Zone TTC
Technician
ATSSA – Traffic Control Design
Specialist
OSHA – 10-hour Construction
Safety

SEAN ROULEAU, EI

Intelligent Transportation Systems



Mr. Rouleau has 10 years' experience with construction management, construction inspection, project coordination, contract administration, and design for the construction of bridges, roadways, traffic signal and intelligent transportation systems. He has a solid understanding of what it takes to design a functional intelligent transportation and traffic signal system.

EXPERIENCE

I-65 ITS Design, Robertson Co., TN. Project Engineer for the I-65 Corridor (Segment 4) ITS design for a fully deployed system, including dynamic message signs, CCTV cameras, radar detection units, fiber optic trunk line, AT&T Communications HUB site, fiber optic communications and power (hardwire or solar) for each device location. The design package includes device layout, conduit and fiber optic routing, fiber optic splice details, device mounting details, quantities and preparation of technical special provisions.

Chattanooga Transit Signal Prioritization and Accessibility, Chattanooga, TN. Project Engineer for the planning, operational assessment and design package including transit signal prioritization design components, ADA upgrades, traffic signal design, intersection turn lanes, queue jump lanes, traffic signal communications and traffic signal timing plan development for the 37 signalized intersections along CARTA Route 4.

City of Franklin ITS Extension Design, Franklin, TN. Project Engineer for design of the City of Franklin ITS extension project. The scope includes completion of Systems Engineering Analysis (SEA), coordination with TDOT Local Programs Development Office (LPDO), layout of fiber optic

communications along Cool Springs Boulevard, layout of traffic signal interconnection throughout the City, design and installation of 6 CCTV cameras and coordination with the City Information Technology group on the fiber optic communications upgrade throughout downtown Franklin.

I-75 @ Hamilton Place Boulevard, Chattanooga, Hamilton Co., TN. Project Engineer to provide intelligent transportation systems design and traffic engineering services consisting of data collection; operational analysis; recommended intersection/ramp configuration and intersection design alternatives; traffic signal design; ITS relocation plans and communications infrastructure design; and roadway/interchange lighting design for the segment of I-75 from near SR 153 to near Shallowford Road interchange per TDOT and industry standards.

ITS Statewide On-Call, Texas Dept. of Transportation, Austin District, TX. *Project Engineer* for the evaluation and migration from a SONET based infrastructure to an IP based network, with the placement of new roadside ITS devices and wireless communications, to facilitate traffic incident management. Also, created details for construction, retro-fit, installation and integration of all devices including foundations for poles, DMS signs, CCTV cameras, transformers, electrical services, fiber optic layouts and connections details.

High Point Signal System, North Carolina DOT, High Point, NC. *Design Engineer* for the site analysis, design plans special provisions and opinions of probable cost. The project included 260 signals, approximately 70 miles of fiber-optic cable, 38 traffic signal upgrades, 52 CCTV cameras, 13 railroad encroachment permits and enhancement of the Traffic Operations Center and video monitoring system.

THE CORRADINO GROUP

SEAN ROULEAU, EI - PAGE 2

I-95 South Smart Roadway Technology, Virginia DOT, VA. *Design Support* for various ITS components, including CCTV, dynamic message signs, fiber-optic, wireless, broadband and T-1 communications.

Cool Springs Adaptive Signal Control Technology CEI, Franklin, TN. *Lead Inspector and Local Programs Coordinator* for this federally funded TDOT Local Programs Development Office (LPDO) project. The overall project objective is to deploy ASCT along Mallory Lane, Galleria Boulevard and Cool Springs Boulevard for a total of 19 intersections. The primary responsibilities include inspection of the vehicle detection installations for configuration and placement, oversight of acceptance testing and system verification, and documentation of construction activities in accordance with TDOT's LPDO Local Government Guidelines.

Traffic Flow Improvements and Traffic Signal Upgrades CEI, Goodlettsville, TN. *Lead Inspector and Local Programs Coordinator* for this federally funded TDOT Local Programs Development Office (LPDO) project. The overall project objective is to deploy over 7,000 linear feet of fiber optic cable, fully reconstruct two signalized intersections and partially rebuild twelve signalized intersections, including cabinets, controllers, signal heads, and communications.

Metro Public Works Signal Timing Services, Nashville and Davidson County, TN. *Field Engineer* for signal timing plan development for the high-profile countywide signal timing services contract. Under this contract, the project team coordinated directly with the Metro Public Works Traffic and assisted with the technical aspects of the development of traffic signal timing plans for approximately 560 signalized intersections. His specific responsibilities included: field inventory and inspection of traffic signal cabinets and controllers; detection devices and communications; data collection; signal timing development; and field implementation.

City of Chattanooga CCTV CEI, Chattanooga, TN. *Inspector* responsible for oversight of the CEI activities and assisting the CEI Manager with project coordination to comply with TDOT LPDO, TDOT Region 2 Construction and the City requirements. The project included the installation of 37 GRIDSMART camera systems with various mounting locations and attachments, cable routing through existing conduit and communications back to the City Traffic Engineering office for monitoring. The cameras are used for vehicle detection, vehicle counting and observations of traffic operations. Worked with the contractor to minimize delays, which resulted in all 37 cameras being installed and communicating within 6 weeks from Notice to Proceed.

Chattanooga Regional ITS Phase I CEI, Chattanooga, TN. *Senior Inspector* overseeing day-to-day construction operations. Mr. Rouleau performed inspection and testing for final acceptance, managed contracts, processed and reviewed submittals and requisitions, invoices, and schedule of work. Also performed document control and close-out management tasks. Throughout the project, he worked with multiple crews, oversaw the installation of various detection systems, controllers, and the first Adaptive Traffic Control signal control system in Tennessee. The project spanned 14 arterials and crossed through multiple jurisdictions, and he served as liaison for the different regional agencies.

Advanced Traffic Management System, Sarasota County, FL. *Inspector* for this multi-phase project that provided cabinet and controller upgrades at 152 intersections along seven corridors and crossing multiple jurisdictional maintaining agencies. He inspected cabinet installations, grounding upgrades, preemption systems, fiber-optic cable splicing, conducted conditional acceptance testing for turnover to the maintaining agencies, prepared daily construction logs, and reviewed monthly contractor pay requests.

THE CORRADINO GROUP

YEARS OF EXPERIENCE

47

EDUCATION

MS Civil Engineering, University of Kentucky, Kentucky, IL, 1972

BS Civil Engineering, University of Kentucky, Kentucky, IL, 1971

PROFESSIONAL REGISTRATIONS

Professional Engineer:

Florida, 1976, No. 23921

Kentucky, 1975, No. 9379

Ohio, 1998, No. E-62616

California, 1983, No. 37494

Indiana, 1990, No. PE60900287

Virginia, 1990, No. 0402-021073

Michigan, 1996, No. 40881

Tennessee, 2012, No.

00115566

Illinois, 2017, No. 062.069388

KENNETH D. KALTENBACH, PE

Travel Demand Forecasting and Regional Modeling



Ken Kaltenbach has more than 47 years of transportation, transit, and modeling experience. In his early work with Corradino, Ken coauthored the "Florida Transit Planning Manual," which provided guides for implementing and improving transit services in Florida. He has been a key staff member in small area transit studies in Pensacola, Panama City, and Daytona Beach, Florida. He has also participated in major new starts studies for Indianapolis, Indianapolis, Tampa, Los Angeles, San Diego, Detroit, Dallas, San Antonio, Austin, Columbus, and Louisville. In addition to his experience developing transit studies, Ken attended

training sessions for the TBEST software proposed for the TCRPC Transit Demand and Economic Prosperity study in Lansing, MI. Ken's work also includes transportation planning models for the Indianapolis MPO; an update of the Kentucky Statewide Model; and, travel demand models for Ashland, Lexington, and Owensboro, KY.

Ken is currently managing Corradino's work as the General Planning Consultant for Travel Demand Modeling for the Florida Department of Transportation (FDOT), District 4 (Ft. Lauderdale). He was the project manager for the development of the activity-based travel demand model for the Treasure Coast Region and performed much of the modeling work for the development of Southeast Regional Planning Model, version 7 (SERPM 7), which is the activity-based model for the Southeast Florida region. This work included updating several of the CT-RAMP sub-models, development of all trip-based models, development all network procedures, and development of all Cube flowchart procedures. Ken managed the development of all earlier versions of the Southeast Regional Planning Model and the Treasure Coast Model since 1995. In other recent

work for FDOT District 4 he developed models for managed lanes (high occupancy toll) for the 95 Express HOT lanes, which are now in operation, and planned extensions.

Ken has extensive experience in developing, administering, and analyzing transportation surveys. Most notable is the 1999 household survey conducted for southeast Florida, which he managed. Corradino was the prime consultant for this survey, which has been used to support the development and updates of models in Southeast Florida for the past 15 years. Corradino's work included the household survey, a visitor's survey (used to develop the disaggregate visitors model in SERPM7), the transit on-board survey, and the employer survey. This work represents the last comprehensive survey effort for southeast Florida. Corradino managed a similar household survey for the Treasure Coast Region in 2002.

Ken's survey work extends beyond Florida, and includes specification, processing, analysis and model use of Air Sage cell phone data for three models in Kentucky. He also managed consultant activities for a university student travel add-on of the 2009 NHTS survey for the Virginia Department of transportation. In earlier work he designed and managed a household survey for Louisville, KY., and participated in the development and application on transit surveys for several Florida cities. More recently, he provided advice and analysis for the recent Indianapolis MPO household survey.

At Corradino, Ken is responsible for the nationwide management of transportation planning and travel demand forecasting projects. Recent projects include the Tri-County Transit Needs and Economic Prosperity Study in Michigan; development of a TransCAD model for the Indianapolis MPO; an update of the Kentucky Statewide Model; and development of travel demand models for Ashland, Lexington, and Owensboro, KY

EXPERIENCE

FDOT D4, Treasure Coast Regional Planning Model, Florida - Project Principal. Corradino has been the developer and primary modeler for the Treasure Coast Models covering Martin, St. Lucie, and Indian River Counties since 1994. Corradino developed two

THE CORRADINO GROUP

KENNETH D. KALTENBACH, PE- PAGE 2

versions of the Treasure Coast Model, a Greater Treasure Coast Model which added Palm Beach and Brevard Counties, and is now developing an activity-based model. Mr. Kaltenbach directed all model development and training activities.

FDOT D4, Southeast Florida Regional Planning Model, Florida - Project Manager. Corradino has been the developer and primary modeler for the southeast Florida model covering Miami-Dade, Broward and Palm Beach Counties since 1995 including the development of the new SERPM7 activity-based model (2015). Ken directed all modeling activities for SERPM 4, 5, and 6; and the lead Corradino modeler for SERPM 7.

I-95 HOT Congestion Mitigation, Miami-Dade and Broward Counties, FL. Lead Modeler. 95 Express is a combined Bus Rapid Transit (BRT)/Managed Lanes project which converted the existing HOV lanes on Interstate 95 to limited-access, managed lanes from I-395 in Miami-Dade County to I-595 in Broward County creating a system approximately 24 miles in length. 95 Express is providing additional capacity by converting a single HOV lane into two High Occupancy Toll (HOT) lanes via the modification of existing travel lanes and shoulders.

North Florida TPO, 2035 Long-Range Plan Update for the North Florida TPO (Jacksonville Region), Jacksonville, FL. Lead Modeler. Corradino revalidated and enhanced the Northeast Florida Regional Planning Model (NERPM) and applied the model to support the LRTP update (2010). The new model added Baker and Putnam Counties, and improved accuracy, added more complete reports for highway validation measures, implemented all new Florida Standard procedures for transit modeling and mode choice using Public Transport (PT) and added modeling features to all for testing of managed lanes, and provided training in the use of the model. Ken developed, implemented, calibrated and applied the model, and directed other Corradino staff.

SR 9/Interstate 95 Project Development and Environment Study, Florida Department of Transportation, District 5, Brevard County, FL. Lead Modeler. Corradino conducted a PD&E study for implementing managed lanes for I-95. Corradino's work in this project was to conduct Travel Demand Modeling for General Purpose and Special Use lanes, Revenue Estimation, Engineering and Planning Studies. Ken Kaltenbach's role is to develop travel demand forecasting models and traffic forecasts.

Regional Transportation Study Connecting Clay-St. Johns Counties, FL - Project Manager. While this study examined regional transportation issues, it focused on the crossing of the St. Johns River, which divides Clay and St. Johns counties in Florida. The goal of the study was to establish whether there is a need to provide additional roadway capacity across the St. Johns River, and to quantify the level of demand in the 2025 target year. The Northeast Florida Regional Planning Model (NERPM) was used to assess the travel demand. The analysis showed that by 2025 there would be a large capacity deficiency for travel between the two counties. While nearly all the bridge alternatives that were tested showed freeway-level traffic volumes, travel demand decreased as the crossing was moved south.

Concurrency Management System Modeling, Miami Beach and Hialeah, FL - Mr. Kaltenbach has used his experience and expertise with travel demand modeling, transportation planning, geographic information systems, and computer programming to develop innovative modeling techniques and applications such as the Concurrency Management system in use in Miami Beach and Hialeah, FL.

The Kentucky Transportation Cabinet, Kentucky Statewide Corridor Planning Study, Statewide - Project Manager. Corradino is conducting a statewide study of major and significant highway corridors in Kentucky. The study is evaluating all major roadways of statewide significance, which include filling in gaps on new alignment as well as improvements to existing roads. Through a screening process and outreach to stakeholders, Corradino is developing a set of corridors for further evaluation. For the top 20 corridors, Corradino will develop corridor visions, which will include a summary of impacts, cost, and benefits

THE CORRADINO GROUP

YEARS OF EXPERIENCE

17

EDUCATION

MSCE, Louisiana State University – Baton Rouge, La. (2003)

BSCCE Andhra University – Visakhapatnam, Andhra Pradesh, India (2001)

PROFESSIONAL REGISTRATIONS

Member ITE since 2002

Member Florida Model User Group

Member North Carolina Model User Group

NTI's Multimodal Travel Forecasting, 2005

FHWA's ITS Deployment and Analysis Software (IDAS), 2006

Advanced CUBE Voyager Scripting Workshop, 2008

FDOT STOPS modeling workshop, 2016

SRINIVAS (SRIN) VARANASI

Travel Demand Forecasting and Regional Modeling



Mr. Varanasi serves as a Vice President in Corradino's nationwide transportation systems planning practice. He has 17 years of experience in corridor/subarea modeling, area wide transportation planning, travel demand forecasts, model applications, and GIS database development projects. Mr. Varanasi has served as project manager and task leader in several transportation planning and forecasting contracts. Most recent efforts include project management of the districtwide systems planning contract for FDOT D4, Richmond TPO on call planning contract for Richmond, VA, and the PART Freight Study Phase 2 Development in

Greensboro, NC. Mr. Varanasi specializes in traffic forecasting, multi-resolution modeling, long range plans, subarea, corridor planning studies and corridor master plans. He currently serves as the chair of Southeast Florida Model User Group. He is also a frequent speaker at the Florida Model Task Force. His recent works on managed lanes forecasting, subarea models development were presented at the TRB Model Applications Conference. Mr. Varanasi is a key member in the Activity Based Modeling teams of Southeast Regional Planning Model (SERPM7) and the Treasure Coast Regional Planning Model (TCRPM4). Mr. Varanasi led the Corradino team in the districtwide SIS needs plan development for FDOT D4. He also developed forecasts for the existing and 2040 region wide Level of Service (LOS) Assessment for FDOT D4. Mr. Varanasi led the Tri-County Regional Long-Range Transportation Plan forecasting processes for the 2040 and 2035 regional LRTPs. He managed traffic forecasting efforts for several multimodal planning studies, including the County Road 609 Planning and Conceptual Engineering (PACE) Study in the Treasure Coast region of Florida, Health District Modeling for the Miami-Dade MPO, and HOT lanes modeling for I-95 in Miami-Dade and Broward counties. Mr. Varanasi is also highly experienced in using Big Data Sources such as streetlight, Aisrage, INRIX, HERE and NPMRDS data. Mr. Varanasi successfully completed several large-scale forecasting projects as listed below.

INNOVATIVE METHODS (PRIME AUTHOR)

- WIFI Data Collection and the Effectiveness of Various Survey Expansion Techniques - A Case Study on I-95 Corridor in Palm Beach County, FL - 16th TRB Transportation Planning Applications Conference, Raleigh, NC (2017)
- I-295 Truck Corridor Forecasts Development using Streetlight OD data, applications of Big Data in Richmond, VA - 7th TRB Innovations in Travel Modeling Conference, Atlanta (2018)
- Dynamic Traffic Assignment (DTA) Models Using Streetlight OD Data Application of Big Data in Richmond, VA - 17th TRB Transportation Planning Applications Conference (2019)

EXPERIENCE

Districtwide Models Support Contract, FDOT D4. *Project Manager/Lead Modeler.* Mr. Varanasi supports the project management and day-to-day operations of this contract. Under the contract, Mr. Varanasi successfully managed several work orders including the Treasure Coast Regional Planning Model Version 4 ABM development, TCRPM regional plan forecasts development support and providing on call/onsite support services.

Mesoscopic Dynamic Traffic Assignment Model using Streetlight OD Data, Richmond Regional Transportation Planning Organization. *Project Manager/Lead Modeler.* Mr. Varanasi developed a Mesoscopic DTA model using CUBE Avenue modeling platform for the subarea of Richmond Downtown area to study the congestion on I-64 and I-95 in Richmond area. The model was validated to AM/PM travel average congested speeds developed from processing the INRIX and HERE data sources. Time of day traffic counts were used to validate the volume loadings. In addition, the queues and bottle necks were evaluated using local knowledge. Lane closures and lane reduction impacts are being studied as part of the study, including the impact of a large regional development.

ENGINEERS · PLANNERS · PROGRAM MANAGERS · ENVIRONMENTAL SCIENTISTS

THE CORRADINO GROUP

SRINIVAS (SRIN) VARANASI - PAGE 2

Multimodal Corridor Studies Support, FDOT D6. *Project Manager.* Mr. Varanasi is managing the multimodal corridor studies forecasting efforts for FDOT D6 for the three high-profile corridor studies in FDOT D6 - NW 27th Ave; Flagler Street, and Kendall Drive. As part of the job, Mr., Varanasi has developed existing subarea validation and No-Build multimodal forecasts for the three corridor studies. Both highway and transit forecasts were developed, and post-processing efforts were conducted. FTA STOPS models have been tested for comparative analysis of the ridership estimated by SERPM7 model.

Richmond TPO On-Call Modeling/Planning Assistance. *Project Manager.* As part of this contract, Mr. Varanasi developed several planning applications, such as multimodal corridor study forecasts development, TPO long range transportation plan forecasts development.

Districtwide SIS Needs Plan Development. *Project Manager.* Mr. Varanasi led the Corradino team to provide the forecasting and analysis support for the District wide SIS needs plan development project for FDOT D4. As part of the job, Corradino developed multimodal analysis of SIS facilities to identify deficiencies. Auto, truck and transit projections were considered in the plan, working with various land use scenarios.

PART Freight Study Phase 2. *Project Manager.* Mr. Varanasi led the Corradino team in developing advanced freight model in partnership with other firms for the Piedmont Triad Freight Study Phase 2. This project is an extension of a SHRP2 grant project underwent as Phase 1 of the Triad Freight Study. Mr. Varanasi is responsible for analyzing NPMRDS, freight node, classification counts data and the freight model validation and forecasting efforts.

FDOT D4, Design Traffic Forecasting Guidelines Development. *Project Manager.* Mr. Varanasi was approached by FDOT D4 to write Design Traffic guidelines, emphasizing in Managed Lanes forecasting, as this section was not completely addressed in the FDOT Project Traffic Handbook. Mr. Varanasi successfully completed part1 of this project and provided draft submittal. As part of the part2, training to the users will be provided.

I-95 Corridor Design Concept, Unified Corridor Traffic Analysis Study, Implement Express Lanes. *Forecasting Lead.* 30 miles in Broward and Palm Beach Counties- Developed multi-resolution modeling approach to integrate the travel demand forecasts with VISSIM micro simulation software.

FDOT D2, I-295 Western Beltway Bluetooth Survey. *Analysis Lead.* Mr. Varanasi has completed Bluetooth Survey Design for the I-295 Western Beltway Corridor in Jacksonville, with 59 OD locations. The OD survey was expanded using Iterative Proportion Fitting technique to represent daily and peak period travel patterns. This data was used to calibrate corridor macro and micro simulation models.

FDOT D4 Regionwide 2035 and 2040 LOS Assessment. *Forecasting Lead.* Mr. Varanasi developed forecasts for FDOT D4 region wide LOS assessment project for 2035 and 2040 conditions for FDOT D4. As part of this process, cost-saving forecasting technique using CUBE Analyst was implemented. FDOT and the consultant team were selected for a Davis Productivity Award for this effort.

FDOT D2, I-295 Western Beltway Bluetooth Survey, Duval County, FL. *Analysis Lead.* Mr. Varanasi completed Bluetooth Survey Design for the I-295 Western Beltway Corridor in Jacksonville, with 59 OD locations. The locations have been selected strategically at freeway and ramp terminals, to capture seven-day Bluetooth data using anonymous address matching techniques. The OD survey is being expanded using Iterative Proportion Fitting technique to represent daily and peak period travel patterns. This data will be used to calibrate corridor macro and micro simulation models. BlueFAX software is being used to analyze the raw data.

FDOT D4, Design Traffic Guidelines Development, Broward, Palm Beach, Treasure Coast Counties, FL. *Project Manager.* Mr. Varanasi was approached by FDOT D4 to write Design Traffic guidelines, emphasizing Managed Lanes forecasting user handbook. Mr. Varanasi successfully completed part1 of this project and provided draft submittal. As part of the part 2, training will be provided.

THE CORRADINO GROUP

YEARS OF EXPERIENCE

14

EDUCATION

MS (Environmental and Urban System), Florida International University – Miami, FL (2009)
B.TECH. (Planning – Urban & Regional) J.N.T. University – Hyderabad, India (2006)

CERTIFICATION

Professional Transportation Planner

COMPUTER SKILLS

CUBE 6.4, R, SPSS 20, SQL, SAS

ArcGIS 10 (extensions), AutoCAD 2010, Basic Transcad, VISUM, Python, HTML, MS-Access (Macros and Reports)

ADITYA KATRAGADDA, PTP

Travel Demand Forecasting and Regional Modeling



Mr. Katragadda has 14 years of experience in Transportation Planning with an extensive background in model application, model development, data processing and GIS related data projects. Mr. Katragadda's well-rounded background includes previous experience managing signature projects nationwide in the field of travel behavior research. Mr. Katragadda's assisted in the projects related to Transportation Planning and Traffic Operations, Survey Design and Analytics (Household Travel Surveys and Transit On-board Surveys), Geographical Information System (GIS) Analysis and Mapping. He is proficient in big data (NPMRDS (INRIX/HERE) Data, Streetlight Data, RITIS Data) related data wrangling, and analytics using R programming, Data management and Analysis, creating ARCGIS map/exhibit, analysis, Geodatabase management, ARCGIS Model Builder, Spatial Analyst, Geo-referencing and Geocoding, Geo-statistics, GPS data, Bluetooth data, Spatial Statistics, Geo-referencing & Geocoding, and Converting data to/from CAD, KML, Google Earth and other formats

The Corradino Group, Fort Lauderdale, FL– Senior Transportation Planner

Mr. Katragadda is a travel demand modeler in model development and application projects in Florida. His recent experience includes express lanes forecasting, model validation/calibration, subarea models, interchange master plans, corridor planning modeling and Regional Long-Range plans (using SERPM7, TCRPM4 and NERPMAB1V3). He contributed to the presentation made at the TRB Model Applications Conferences, Florida Model Task Force and Southeast Florida User Group. Mr. Katragadda has been involved in the most recent Activity Based Modeling teams of Southeast Regional Planning Model (SERPM7), Treasure Coast Regional Planning Models (TCRPM4 and TCRPM5), and Gainesville MPO/ Alachua County Model. Some of the most recent project experience is listed below:

INNOVATIVE METHODS (Coauthor/ Contributor)

- WIFI Data Collection and the Effectiveness of Various Survey Expansion Techniques- A Case Study on I-95 Corridor in Palm Beach County, FL - 16th TRB Transportation Planning Applications Conference, Raleigh, NC (2017)
- I-295 Truck Corridor Forecasts Development, Richmond, VA - 7th TRB Innovations in Travel Modeling Conference, Atlanta (2018)
- Dynamic Traffic Assignment (DTA) Models Using Streetlight OD Data Application of Big Data – Richmond, VA - 17th TRB Transportation Planning Applications Conference (2019)

SELECTED PROJECTS:

- **Treasure Coast Activity Based Model (TCRPM 4 & 5) – Prime Consultant** Indian River, St. Lucie and Martin Counties (Underway), *Project Analyst*. As part of this contract, Mr. Katragadda developed and updated model Networks, TAZ boundaries and socio-economic data. For the base year model validation, time of day traffic counts were developed. As part of this job, Mr. Katragadda developed model scenario for Sensitivity Testing. Mr. Katragadda provided Model Support to MPO and other consultants. Reference: FDOT D4, *Raj Shanmugam, PE, 954-777-4655*.
- **SR 826 South PD&E/SIMR Study, Add Express Lanes – Prime Consultant**. 9.2 Miles in Miami-Dade County (2019). 10 interchanges and 43 intersections, *Lead Forecasting Analyst*.

THE CORRADINO GROUP

ADITYA KATRAGGADA, PTP - PAGE 2

As part of the job, Mr. Katragadda has developed existing subarea validation, No-Build and Build forecasts for the study corridor. Highway forecasts were developed, and post-processing efforts were conducted. Mr. Katragadda was part of forecasting team for SR 826 South Corridor Planning Study, Express Lanes Feasibility Study (2015). Reference: FDOT D6, Maria Perdomo, PE, 305-640-7186.

- **Richmond TPO On-Call Modeling/Planning Assistance, Richmond, VA (Underway) – Prime Consultant.** *Modeler/ Lead Analyst* - As part of this contract, Mr. Katragadda developed several planning applications, such as multimodal corridor study forecasts development, TPO long range transportation plan forecasts development. Reference: Richmond, VA TPO, Sulabh Aryal, AICP, 804-323-2033.
- **I-95 Corridor Planning Study, Express Lanes Feasibility Study – Sub-Consultant**
21 interchanges in Palm Beach County, (2018), *Lead Forecasting Analyst*. As part of the job, Mr. Katragadda has developed existing subarea validation, No-Build and Build forecasts for the study corridor. Traffic forecasts were developed, and post-processing efforts were conducted. Reference: FDOT D4, Cesar Martinez, PE, 954-777-4653.
- **I-95 Corridor Planning Study, Feasibility Study – Sub-Consultant.** 14 Interchanges between I-10 and Florida/Georgia Stateline, Duval and Nassau Counties, (2017), *Lead Forecasting Analyst*. For this job, Mr. Katragadda updated the base and future year network. The model results were post processed to develop the corridor forecasts. Reference: FDOT D2, Karen Taulbee, 904-360-5652.
- **Multimodal Corridor Studies Support, FDOT D6, Miami-Dade County (2017).** As part of the job, Mr. Katragadda was part of multimodal corridor studies forecast efforts for FDOT D6 for the three high-profile corridor studies in FDOT D6 - NW 27th Avenue; Flagler Street, and Kendall Drive. As part of the job, Mr. Katragadda has developed existing subarea validation and No-Build multimodal forecasts for the three corridor studies. Both highway and transit forecasts were developed, and post-processing efforts were conducted. FTA STOPS models have been tested for comparative analysis of the ridership estimated by SERPM7 model. Reference: FDOT D6, Neil Lyn, 305-470-5373.
- **I-295 (SR 9A) Western Beltway Corridor Planning Study, Express Lanes Feasibility Study – Prime Consultant.** 35 Miles in Duval County (2015), *Forecasting/Project Analyst*. Mr. Katragadda has developed existing validation, No-Build and Build forecasts for the study corridor. Traffic forecasts were developed, and post-processing efforts were conducted. Reference: FDOT D2, Stephen Browning, PE, 386-961-7455
- **I-10 (SR 10) Corridor Planning Study, Express Lanes Feasibility Study – Sub-Consultant**
30 Miles in Duval County (2015), *Forecasting/Project Analyst*. As part of the job, Mr. Katragadda has developed existing validation, No-Build and Build forecasts for the study corridor. Traffic forecasts were developed, and post-processing efforts were conducted. Reference: FDOT D2, James Knight, PE, 386-961-7707
- **2040 Long Range Transportation Plan Update for the Southeast Florida Regional Transportation Plans – Sub-Consultant** Miami-Dade, Broward and Palm Beach Counties (2015), *Project Analyst*. Coded LRTP projects into SERPM 7 model to develop E+C and 2040 cost feasible networks. Reference: Miami-Dade MPO, Wilson Fernandez, 305-375-1886
- **I-95 Interchange Master Plan- Palm Beach County and Broward County – Sub-Consultant.** 18 interchanges in Palm Beach County (2015), *Forecasting Analyst*. Mr. Katragadda has developed the subarea traffic forecasts, and post-processing efforts were conducted. Reference: FDOT D4, Cesar Martinez, PE, 954-777-4653

THE CORRADINO GROUP

YEARS OF EXPERIENCE

26

EDUCATION

University of California, San Diego,
BA Urban Studies and Planning (June 1995)

PROFESSIONAL AFFILIATIONS

Member, Planning and Zoning Board, Biscayne Park, Florida (current)
Chair, Technical Coordinating Committee, Broward MPO (2014 to 2016)
Chair, Planning and Zoning Board, Surfside, Florida (2010 to 2011)
Member, American Planning Association (1995 to Present)
Chair, Gold Coast Section, APA Florida (2008 to 2011)
Gold Coast Representative, APA Florida Legislative Policy Committee (2010 to 2011)
Member, Urban Land Institute, Miami Young Leaders Steering Committee (2011 to 2013)
Member, APA Florida Annual Conference Committee, Miami (2008 & 2021)

PROFESSIONAL CERTIFICATIONS

American Institute of Certified Planners, Advanced Certificate in Community Real Estate Development, University of South Florida Supervisor Apprenticeship course, Broward County

SCARLET R. HAMMONS, AICP CTP

Bicycle & Pedestrian, Transit, Complete Streets, Mobility, First and Last Mile Planning And Design



Ms. Scarlet Hammons, AICP CTP specializes in the analyses of land use issues related to comprehensive plans, zoning, and all aspects of the site planning process. She has recently completed AICP Advanced Certification in Transportation Planning. Her experience also includes preparing zoning regulations, writing comprehensive plans, drafting ordinances, and assisting applicants with the planning process She has managed numerous planning projects for Corradino’s municipal and agency clients. She is currently on the Planning and Zoning Board for the Village of Biscayne Park.

EXPERIENCE

EAR and Comprehensive Plan Update, City of Treasure Island, FL. Project Manager. The City of Treasure Island is revising the existing Comprehensive Plan for the first time after 20 years. This update includes drafting a new Property Rights Element to meet State Statues that just recently went into effect.

General Planning Services, City of Key West, FL. Project Manager. Corradino provides professional planning services on an as-needed basis and to assist with special projects such as rezoning, development review, preparation of RFPs for specialized studies, EAR Based updates to the comprehensive plan.

General Planning Services, Village of Islamorada, FL. Project Manager. Corradino provides professional planning services on an as-needed basis and to assist with special projects such as rezoning, development review, preparation of first time homeowner grant applications, and updates to the comprehensive plan.

Interim Planning Director, City of Sunny Isles Beach, FL. Project Manager. Corradino provides professional planning services on an as-needed basis including building permit reviews, site inspections and to assist the City to fill a gap between Planning Directors.

General Planning Services, City of West Park, FL. Project Manager. Corradino provides professional planning services on an as-needed basis and to assist with special projects such as rezoning, development review, special exception, coordination of the Planning Board meetings and various other tasks.

Land Development Regulations Rewrite, Village of Virginia Gardens, FL. Project Manager. Corradino serves as the Village’s General Consultant assisting with transportation, planning and civil engineering projects. Corradino produced the Village’s first major update to the Land

Development Regulations since incorporation.

Unified Bicycle and Pedestrian Master Plan, City of Aventura, FL. Project Manager. The Northeastern part of the county is one of its most-congested areas. The regional roads carry heavy traffic, which is often not highly directional. Aventura realized years ago that it needed to impact the way people moved within the community by providing bicycle, pedestrian and transit infrastructure within these rights of way. This effort focuses on this multimodal approach and polishing an already well-functioning system.

THE CORRADINO GROUP

SCARLET HAMMONS, AICP CTP- PAGE 2

Transportation Master Plan Update, City of Doral, FL. Assistant Project Manager. A set of over 50 projects were developed to address the City's continued multi-modal transportation system and advocate for funding of them.

Comprehensive Plan Update, City of Ft. Lauderdale, FL. Assistant Project Manager. The City of Ft. Lauderdale is revising the existing Comprehensive Plan under 6 platforms: Infrastructure, Public Places, Neighborhood Enhancement, Business Development, Public Safety and Internal Support Platform. The Comprehensive Plan was written with conciseness in mind, and is a visual document where applicable, with the end of creating a highly accessible document that can be easily read by citizens, businesses, policymakers and staff.

General Planning Services, City of Homestead, FL. Senior Planner. In 2014, Corradino was tasked with completing the Comprehensive Plan Future Land Use Plan Map amendments, rezoning of City-owned properties in Downtown Homestead, and amending the zoning code to allow for certain public and retail/entertainment facilities. In addition, Corradino handles special projects including annexation analyses, zoning code chapter revisions, a public art master plan, comprehensive plan amendments, and zoning and land use map changes.

Building, Zoning and Planning Department, Key Biscayne, FL. Assistant Project Manager. Corradino provided professional planning services on an ongoing basis to the Village of Key Biscayne. Ms. Hammons was in charge of administering the Village's Comprehensive Plan and Land Development Code and providing assistance to the public on planning related matters.

EAR Based Amendments to the Comprehensive Plan, City of Key West, FL. Project Manager. Corradino created comprehensive plan amendments incorporated in the comprehensive plan.

Comprehensive Plan, Town of Cutler Bay, FL. Project Manager. Corradino led the effort to write the Town's Comprehensive Plan, which led to a significant intensification and diversification of the land uses in the Southland Mall area.

Land Development Regulations, Town of Cutler Bay, FL. Project Manager. Corradino served as the Town's General Consultant assisting with transportation, planning and civil engineering projects. Corradino produced the Town's first Land Development Regulations.

Eminent Domain Analysis, City of Homestead, FL. Planner. Corradino serves as the City's General Consultant assisting with transportation, planning and civil engineering projects. One product of the work is a needs analysis based on alternatives, comparing land use and zoning, cost, safety and environmental considerations.

Concurrency Review Consultant, Cost Recovery, North Miami Beach, FL. Project Planner. Corradino reviews the development application data and usage for each concurrency category and compares that against the remaining capacity. Capacity surpluses or deficits are identified and a concurrency report is issued.

Safe Routes to Schools Plan, Village of Palmetto Bay, FL. Project Manager. Corradino performed the Safe Routes to School project for three elementary schools. The analysis included pedestrian, bicycling, and safety of the routes to these schools, with outreach to the community. Corradino recommended route and facility improvements within a 0.5-mile radius of school. Funding applications were also prepared for these projects on behalf of Miami-Dade County Public Schools.

THE CORRADINO GROUP

YEARS OF EXPERIENCE

10

EDUCATION

Master of Public Policy,
University of Southern
California, Los Angeles, CA,
2012

Master of Planning-
(Concentration in Economic
Development), University of
Southern California, Los
Angeles, CA, 2012

BA (Planning and Public Policy,
Minor in Economics), Rutgers
University, New Brunswick,
NJ, 2008 (High Honors)

GRADUATE CERTIFICATES:

Housing and Community
Development (Rutgers, 2008)

Real Estate Development
(Rutgers, 2011)

Homeland Security and Public
Policy (USC, 2012),

Public Management (USC,
2012)

Professional Registrations
American Institute of Certified
Planners No. 28927

American Planning Association
(APA) No. 248674

APA Florida Executive
Committee Member –
November 2017 - Present

APA Gold Coast Section –
Chair (Current); Vice-Chair,

Professional Development
Officer, Young Planners
Group Ambassador
(Previous)

AWARDS

Robert Biller Award for Best
Performance in the MPP
Practicum (05/11)

Outstanding Graduate Student
Leader Award (04/12)

SPPD Academic Capstone
Achievement Award (05/11)

LGBT Service Award, USC
(04/11)

EDWARD NG, MPP, MPL, AICP

Urban & Regional Transportation Planning and Design



Mr. Edward Ng, AICP is the Technical Vice President for Corradino's Planning Department, with experience in transportation, economic development, transit-oriented development, and land use planning. His work involves demographic analyses, preparation of and updates to comprehensive plans, grant writing, land use code revisions, geospatial planning analyses, GIS mapping, public outreach, and analyses of traffic facilities and operational data. He specializes in interdisciplinary aspects of planning, including transit-oriented development and complete streets. His recent projects involve land use, transportation, and comprehensive

planning services with the Miami-Dade Transportation Planning Organization and the municipalities of Doral, Cutler Bay, Key Biscayne, North Miami, North Miami Beach, Hallandale Beach, and many others. Eddie is currently the Immediate Chair of the American Planning Association, Gold Coast Section Executive Board, and teaches the AICP exam preparation course for planners in Miami-Dade, Broward, Monroe, and Collier Counties.

EXPERIENCE

Fort Myers Beach Comprehensive Plan and LDR Update, Town of Fort Myers Beach, FL. *Project Manager.* This project will update the comprehensive plan and land development regulations with new requirements post Hurricane Ian. Conducted analysis of economic conditions and development, transportation, land use, and urban design.

City of Fort Lauderdale Comprehensive Plan. *Project Manager.* This project completely revised and replaced the existing comprehensive plan, and introduce new elements such as Climate Change, Urban Design, and Economic Development, and build upon public school facilities by expanding the scope of policies in an Education Element geared for all ages. Conducting analysis of economic conditions and development, transportation, land use, and urban design.

City of Miami Beach NoBe Ocean Terrace Neighborhood Urban Design Plan. *Prime Consultant/Project Manager.* This study builds upon the City's prior visioning for the North Beach area of Miami Beach. Specifically, this plan focuses on an urban design plan for the Ocean Terrace neighborhood, which is located adjacent to the North Beach Town Center neighborhood as envisioned in the City's NoBe Master Plan.

Comprehensive Plan Amendments – Climate Change Element, Cutler Bay, FL. *Planner.* This comprehensive Plan includes a climate change element to deal with future sea level rise projects. Analysis was used to create policies related to high- and low-priority sea level rises.

City of North Miami Beach General Services. *Project Manager.* Served as the City's Interim Planning Director, oversight included successful efforts to improve City's CRS program/rating. Conducts general planning ranging from affordable housing analysis to upcoming Vulnerability Assessment and Sustainability Analysis and LDR updates.

Land Development Regulations Update, Town of Palm Beach. *Senior Planner.* Currently working with the Town to update its land development regulations in its first complete overhaul since the 1970s. Revised standards will include updates to address climate change considerations and urban design, including lot coverage, building heights and freeboard regulations, seawall regulations, and landscaping and drainage, among others.

THE CORRADINO GROUP

EDWARD NG, MPP, MPL, AICP - PAGE 2

AWARDS

President, Rutgers College
Alumni Class of 2008 (05/08 –
05/13)

Departmental High Honors,
Edward J. Bloustein School of
Planning and Public Policy,
Rutgers; Dean's List (Spr 06 -
Spr 08)

Gainesville 2045 Long Range Transportation Plan. *Project Manager.* Update to the Gainesville Metropolitan Transportation Planning Organization's 2045 Long-Range Transportation Plan. This plan will take a Complete Network/Complete Streets approach, with modeling and financial analysis to provide a prioritized list of transportation infrastructure projects for Gainesville

City of Hallandale Beach Transit Mobility Plan. *Project Manager.* This project evaluated the City's prior Transportation Master Plan, with updates to local LOS determinations, intersection analyses, and planning for transit, pedestrian, and bicycle facilities. The analysis particularly focused on creating a new primary and secondary bicycle infrastructure grid, incorporated basis of design reports and local district planning, and included recommendations for new roadways transit system development.

Transportation Master Plan Update, City of Doral, FL. *Project Manager.* This project evaluated the City's 2010 Transportation Master Plan, with updates to local LOS determinations, intersection analyses, truck routing, and planning for transit, pedestrian, and bicycle facilities. The analysis also included reviewing the City's impact fees and a finalized project list that was incorporated into the City's Capital Improvements Program.

Virginia Gardens EAR, Virginia Gardens, FL. *Project Manager.* This report evaluated the Village's comprehensive plans and goals to provide a determination of sufficiency in meeting state statutory requirements. The Evaluation and Appraisal Report determined the need to amend the local Comprehensive Plan to fulfill state law mandates and update the planning horizon to 10 years.

Oakland Park Culinary Arts District Mobility Plan, Oakland Park, FL. *Project Manager.* District mobility and multimodal transportation planning for the Culinary Arts district in Oakland Park's CRA. Plan included the redevelopment of Main Street (12th Avenue) to include a new trolley and potential pedestrian corridor, as well as revisions to current District Design guidelines and recommendations for DUMD regulations. As part of this study, a district parking analysis was also conducted.

Miami-Dade TPO First-Mile/Last-Mile Mobility Study. *QA/QC Officer.* This study evaluated the state of First Mile/Last Mile (FLM) mobility strategies and infrastructure nationwide. Beyond reviewing best practices for transference to the Miami-Dade area, the study explored basic urban travel demand assumptions, infrastructure characteristics and mobility delivery models to develop a basis for a ground-up understanding of how and when to implement different FLM strategies based on development contexts and primary corridor transit characteristics.

Town of Miami Lakes NW 59th Avenue Bridge Extension. *Project Manager.* This study is an evaluation of a new bridge's traffic impact on regional and local traffic via travel demand modeling. The proposed bridge, on NW 59th Avenue, is a missing link on a local collector roadway. The study determined that, based on modeling results, the system would have a net benefit from the building of the bridge.

City of North Miami Beach City Building ADA Master Plan. *QA/QC Officer.* This project consisted of a review of existing city owned building and adopted policies and regulations in regard to the Americans with Disability Act. 5 of 15 facilities were deemed to be insufficient in meeting local needs. The resulting report indicated deficiencies within the Town and provided an action plan to eliminate ADA deficiencies in the next several years.

Miami-Dade County TPO SMART Plan/North Corridor. *Assistant Project Manager/Senior Planner.* On April 21, 2016, the Miami-Dade TPO Governing Board passed the Strategic Miami Area Rapid Transit (SMART) Plan recognizing the community's long-standing desire to advance a program of rapid transit and supporting projects to address the mobility needs throughout Miami-Dade County. The six SMART Corridors are: North Corridor (NW 27th Avenue); South Dade TransitWay; Tri-Rail Coastal Link (Northeast/FEC Corridor); East-West Corridor (SR-836); Kendall Corridor; and Beach Corridor.

Town of Cutler Bay Complete Streets Corridor Analysis, Cutler Bay, FL. *Project Manager.* This study developed guidance through the development of street specific cross sections to implement Complete Streets for four corridors in Cutler Bay (NW 87th Avenue, Marlin Road, Gulfstream Road, and Franjo Road), based on the Town's roadways characteristics, current conditions and pedestrian, bicycle and transit facilities. Additionally, policies related to implementation are being reviewed to provide recommendations for changes to the local code of ordinances.

ENGINEERS · PLANNERS · PROGRAM MANAGERS · ENVIRONMENTAL SCIENTISTS

THE CORRADINO GROUP

YEARS OF EXPERIENCE

30

EDUCATION

MS, Civil Engineering
The Ohio State University
1992

Master of City & Regional
Planning, Ohio State
University 1992

BS, Operations Management
The Ohio State University
1988

CERTIFICATIONS

Commercial Real Estate
Analysis
Massachusetts Institute of
Technology School of
Architecture & Planning, 2020

Commercial Real Estate,
Miami Association of
Realtors 2015,

Licensed Realtor, State of
Florida
Lic. #3297667, 2014-2020

Professionalism & Ethics for
Lobbyists
Florida International
University 2010-2018

American Institute of
Certified Planners #086841,
1996

Dispute Resolution Program
Florida Conflict Resolution
Consortium Florida State
University, 1993

Pedestrian & ADA Safety
Program
Florida Dept. of Transportation
1992

MARK ALVAREZ

Urban & Regional Transportation Planning and Design



Mr. Alvarez is a professional planner with 30 years experience in transportation planning, land development analysis, infrastructure programming and environmental impact analysis. He brings his experience together to provide holistic approaches for integrated solutions toward sustainable and resilient urban development that is focused on developing socially and economically viable mobility plans that leverage public, business and government resources together. Toward these ends, he brings significant experience in: land use policy planning; land use regulatory

analysis toward development outcomes; transit development, policy and operational analysis; alternative-fuel vehicles; last-mile mobility planning; parking analysis; and capital improvement programming. He is very experienced in public participation processes, having delivered hundreds of presentations for community input, charettes, advisory boards, and elected bodies. Corradino is tasked with the overall planning, administration, management, operations and problem solving of the Planning & Zoning Division. Mr. Alvarez role is to provide staff support, land use zoning and comprehensive planning for the Village. Recent projects include concurrency and impact fee review; transit and parking analyses; and assistance with general planning. Corradino is tasked with the overall planning, administration, management, operations and problem solving of the Planning & Zoning Division. Mr. Alvarez role is to provide staff support, land use zoning and comprehensive planning for the Village. Recent projects include concurrency and impact fee review; transit and parking analyses; and assistance with general planning.

EXPERIENCE

South Florida Regional Policy Plan Transportation Element, South FL. Reviewed development, transportation, and energy trends in the three-county region, reviewed regional planning efforts and comprehensive plans, then developed new and amended transportation policies for the South Florida Regional Policy Plan for adoption by the SFRPC Board.

Miami-Dade TPO First-Mile/Last-Mile Mobility Study. This study evaluated the state of First Mile/Last Mile (FLM) mobility strategies and infrastructure nationwide. Beyond reviewing best practices for transference to the Miami-Dade area, the study explored basic urban travel demand assumptions, infrastructure characteristics and mobility delivery models to develop a basis for a ground-up understanding of how and when to implement different FLM strategies based on development contexts and primary corridor transit characteristics.

Miami Downtown Development of Regional Impact (DRI), Increment III. Consistent with State requirements, performed technical and policy review for the South Florida Regional Planning Council (SFRPC). Review included traffic capacity and operational analysis methodologies, inputs, outputs; transit data review; and policy implications for the Person Trip Methodology, transit mode share assumptions; and implications for area-wide development.

Drive Electric Florida, Volume II. Developed a detailed feasible plan for a demonstration project to provide electric, shared vehicles to complete the "last mile" for MetroRail stations, with the dual purposes to introduce electric vehicles (EV) to increase their market penetration and increase transit usage. Additionally, performed a preliminary feasibility analysis to utilize battery-electric buses along the Busway. Work included extensive quantitative market analysis, EV transit infrastructure planning, and national benchmarking of car sharing programs and national best practices; area and neighborhood compatibility; consistency with the City's Comprehensive Plan and zoning code; and community input at charrette and visioning processes.

THE CORRADINO GROUP

MARK ALVAREZ- PAGE 2

Drive Electric Florida, Volume II. Developed a detailed feasible plan for a demonstration project to provide electric, shared vehicles to complete the “last mile” for MetroRail stations, with the dual purposes to introduce electric vehicles (EV) to increase their market penetration and increase transit usage. Additionally, performed a preliminary feasibility analysis to utilize battery-electric buses along the Busway. Work included extensive quantitative market analysis, EV transit infrastructure planning, and national benchmarking of car sharing programs.

Pinecrest Parkway Vision Plan. Working with team of architects, performed analysis and recommendations for transportation, access, delivery, bicycle/pedestrian networks, and parking toward redevelopment policy for a 3-mile linear commercial district to increase commercial viability, multimodalism and reposition gateway areas for lifestyles retail, while improving buffering and compatibility to abutting single-family neighborhoods.

Coconut Grove BID Traffic Improvements, Phase II. Provided peer review of traffic, pedestrian, transit and parking improvement plans for the Coconut Grove Business Improvement District.

Brickell Citi Center Driveway Impact Analysis on Existing Businesses. Provided peer review of impacts of drive location and spacing of Brickell Citi Center Major Use Special Permit (MUSP) on vehicular access and egress to existing adjacent businesses. Review was based analysis of driveway clearance regulations, forecast driveway volumes, and intersection operations.

Curtis Lane Right of Way Abandonment. Provided analysis of abandoning street end right-of-way for private property owner in Broward County.

Pinecrest Parkway (US-1) Intersection Improvement Study. As subconsultant to the Lehman Center for Transportation Research, participated with FIU faculty and student team to perform traffic operational alternatives analyses to improve the safety and optimize the throughput of 12 intersections along South Dixie Highway (US-1) at the edge of the Village of Pinecrest. For each intersection, priorities were established, data collected, microsimulations performed, and alternative improvements recommended for two growth horizons.

South Dade Busway Feeder Study. As Principal Investigator (PI) with the Lehman Center for Transportation Research, led FIU students and sub-consultant in the analysis of commuter utilization and latent transit markets to plan new transit feeder services to alleviate park-and-ride capacity and meet future planned transit-oriented development (TOD) for the 20-mile bus rapid transit (BRT) South Dade Busway corridor. Work included extensive data collection with origin-destination results, public input, land use analysis and operational analysis.

Zone Fare Policy Analysis. Performed a preliminary policy analysis using cost-benefit and social justice metrics to evaluate moving Miami-Dade County from a flat fare (with premium route differential) to a zone-based fare. Results of the analysis were brought to the Citizens Independent Transportation Trust; however, cost and social justice concerns prevented the CITT from approving the change.

College Discount Fare Policy Analysis. Performed a policy analysis using cost-benefit and ridership forecast to evaluate fare discounts to college students as an added discount program to incentivize ridership and provide a public benefit to a transit dependent population. The College Discount Program was approved and implemented.

Transit Operations Performance Criteria Update. Performed an update of the Miami-Dade Transit route and segment level performance criteria policy used to determine increase and decreases in service, route extensions/ diversions, and route truncations or segment deletions.

THE CORRADINO GROUP

YEARS OF EXPERIENCE

20

EDUCATION

BA (English) & (Creative Writing) University of Central Florida Orlando, FL, 2001

POST-GRADUATE CERTIFICATES

Positive Psychology, University of Pennsylvania
 Success, The Wharton School
 Digital Marketing, Columbia Business School
 Google Analytics 2018
 Google Ads 2018

PUBLISHED WORKS - 2002-2005-

Simply the Best, Ocean Drive, Palm Beach Illustrated, VIVE

ANDREA PACINI BAYNHAM

Public Outreach Specialist



Ms. Pacini Baynham is a highly experienced community outreach specialist and media relations professional. As a spokesperson for high-profile heavy civil interstate construction projects, she has a proven track record of successfully communicating consistent and clear messaging while building and maintaining strong professional relationships. She is equally autonomous and team-oriented, currently independently managing all aspects of communication and coordination for eight major construction projects along the I-95 corridor while working collectively with client leadership, individual project teams and each project's respective stakeholders to achieve specific outreach goals.

EXPERIENCE

FDOT District 4 (D4), 95 Express Phase 3, Interstate Community Outreach Specialist.

Oversees daily communications and manages all stakeholder, media and agency inquiries and correspondence for the 95 Express Phase 3 construction projects totaling over \$1 billion along the I-95 corridor in Broward and Palm Beach County.

FDOT D4, I-95 construction, Palm Beach Operations, Interstate Community Outreach Specialist.

Serves as single point of contact for all stakeholders, including FDOT D4 senior leadership, government agencies, elected officials and media outlets. Leads corridor-wide coordination to ensure minimal construction impact. Corresponds regularly with the Governor's Office regarding a wide array of constituent inquiries and complaints. Develops and executes unique, project-specific communication plans and provides social media content and support. Writes and distributes press releases and collateral, performs on-camera interviews and creates talking points for client leadership speeches and interviews. Hosts public meetings, facilitates public speaking trainings and identifies community partnership opportunities.

FDOT D4, Spanish River/I-95 Interchange, Community Outreach Specialist.

Oversaw daily communications and managed all stakeholder inquiries and correspondence for high-profile \$67 million interchange project in Boca Raton. Liaised with government staff, media, motorists, residents and stakeholders including Florida Atlantic University (FAU), Boca Raton Airport Authority, South Florida Regional Transportation Authority and the Palm Beach County Transportation Planning Agency to resolve issues, manage claims and minimize construction impact.

FDOT D4, I-95 Mobility 2000 Projects, The Corradino Group, Public Information Officer.

Addressed daily media and public inquiries regarding the status of seven high-profile interstate construction projects, wrote and distributed weekly press releases and project updates, processed damage claims, attended public meetings to present construction updates, created the Corridor Advisory Team (CAT) and liaised with 13 affected cities and municipalities.

Public Relations Manager, McCarten & Associates, West Palm Beach, FL.

Wrote and distributed press releases, procured press and media coverage for clients. Worked closely with clients to conceptualize and produce fundraising events such as golf tournaments, fashion shows, galas, and large-scale speaking engagements featuring Jay Leno and Goldie Hawn. Organized vendors to ensure smooth and seamless execution of events, created content for all marketing material and secured numerous sponsor partnerships.

THE CORRADINO GROUP

YEARS OF EXPERIENCE

6

EDUCATION

BA (Media Communications),
Thiel College, Greenville, PA,
2015

CERTIFICATIONS

Temporary Traffic Control (TTC)
Intermediate Course

FEMA Basic Public Information
Course

CHRISTIAN S. GONZALEZ

Public Involvement



Mr. Gonzalez is well-versed in various aspects of community outreach, public relations, and publications. He is responsible for maintaining project records, arranging, and staffing public meetings, and actively participating in community outreach efforts. His recent experiences have honed his knowledge in special event coordination, inquiry logging, project collateral creation, public speaking, and with crisis communication. He has experience working in the areas of project Design and Construction. Mr. Gonzalez is an expert at database creation and performing project outreach and collateral dissemination. He has experience with door-to-door outreach and planning events. He has also handled many stakeholder inquiries in a lead role. Fluent in both English and Spanish, Mr. Gonzalez can communicate clearly in written and verbal format.

EXPERIENCE

FDOT District Six, District-wide Public Communications Consulting Services for Miscellaneous Construction Projects, Miami, FL - Community Outreach Specialist. Working as the in-house Community Outreach Specialist, Mr. Gonzalez is the main contact for construction related projects throughout Miami-Dade County. Mr. Gonzalez is tasked with developing and maintaining project collaterals that include a Community Awareness Plan (CAP), project factsheet, dear neighbor letter, elected official letter, project press release and translating website content for projects preparing to enter construction in English and Spanish. He distributes information to the impacted community by performing door-to-door outreach, sending weekly project updates via email campaigns as well as other outreach methods. He develops and maintains project database's, addresses stakeholder concerns, handles media inquiries, performs general website updates and meets with elected officials on an as-needed basis.

I-395/SR 836/I-95 Design-Build Project, Miami, FL - Scheduling Assistant. Working as a consultant for the Florida Department of Transportation (FDOT) on the I-395/SR 836/I-95 Reconstruction Project, Mr. Gonzalez is tasked with maintaining a project database that includes all major stakeholders, elected officials and special event venues in both the project area and regionally. He also has a detailed master calendar of all the special events in the area, where he provides the project team with an extensive three-week look ahead with specific events that are identified in the 'Request For Proposal' (RFP). Mr. Gonzalez has an open line of communication with various community representatives and special event venues to ensure that all events are taken into consideration during the construction process.

FDOT District Four (D4), Broward Operations Center, Broward, FL - Assistant Community Outreach Specialist. Mr. Gonzalez assisted the Community Outreach Specialists for FDOT D4 at the Broward Operations Center. He was involved in various aspects of community outreach and performed several public involvement tasks. He assisted with the creation of project outreach collateral materials such as project flyers, detour graphics, website profiles and project boards. He also helped with project research and studied corridor areas to assist with the identification of potential construction project impacts. He helped create and maintain project contact databases, as well as acquiring mailing lists and updating elected official contact lists. He also attended stakeholder meetings with the Community Outreach Specialists. He assisted with website maintenance and with the dissemination of project information. He was involved with performing door-to-door outreach prior to project start dates, as well as assisting with mailout distributions. Mr. Gonzalez assisted with the planning and coordination of public meetings. He also logged stakeholder inquiries for multiple projects. Mr. Gonzalez helped translate project documents from English to Spanish, as needed.

Infinite Source Communications Group, Miami, FL - Assistant Community Outreach Specialist. Mr. Gonzalez assisted several Community Outreach Specialists with outreach efforts, such as stakeholder database creation, project research, door-to-door outreach and planning public meetings. He aided with the development of collateral material documents and with project mailout distribution. Mr. Gonzalez attended stakeholder meetings along with Community Outreach Specialists to be up-to-date on all relevant inquiries on multiple

THE CORRADINO GROUP

CHRISTIAN GONZALEZ- PAGE 2

projects. He was the main point of contact for various capital improvements projects within the City of Miami Beach. He also assisted with stakeholder inquiries on the FDOT I-75 Express Lanes Project.

Projects/Contracts Mr. Gonzalez worked on include:

- **FDOT District Six Public Communications Contract for Miscellaneous Design Projects** – As an assistant to the FDOT District Six In-house Design Community Outreach Specialist, Mr. Gonzalez was tasked with developing and maintaining project databases and updating them on a consistent basis. He assisted with the creation and distribution of project information to elected officials and members of the public by conducting door-to-door outreach, mail-out distributions and email campaigns. Mr. Gonzalez also documented notes and information for public meetings/hearings. He also assisted with the Facebook Live broadcasts for the 2016 & 2017 FDOT Five Year Work Program.
- **City of Miami Beach Office of Capital Improvement Projects/Public Works Contract** – Mr. Gonzalez served as the Community Outreach Specialist for various project throughout the City of Miami Beach. Those projects included Sunset Harbour, Palm & Hibiscus and Lower North Bay Road Neighborhood Improvements Project. For these projects, Mr. Gonzalez was tasked with performing construction outreach to the public daily by performing email campaigns, door-to-door outreach and coordinated with residents regarding construction inquiries. Mr. Gonzalez also maintained the project database and logged inquiries from residents.
- **FDOT I-75 Express Lanes Project** – Mr. Gonzalez assisted the Community Outreach Specialist by sending out weekly traffic reports, developed detour graphics and performed door-to-door outreach to affected areas. He also provided construction updates and addressed stakeholder inquiries while the Community Outreach Specialist was out of the office. He also attended progress meetings and updated the project team on any ongoing issues that were presented by residents and motorists along I-75.

Florida Engineering Society: Miami Chapter, Miami, FL. - *Assistant Publications/Communications Manager.* Mr. Gonzalez developed content for the Chapter's online presence which included maintaining and updating the website's general layout as well as managing and providing Chapter information on social media pages such as Facebook, Twitter, Instagram and LinkedIn. He also maintained and updated the membership database and distributed monthly newsletters to Chapter members.

THE CORRADINO GROUP

YEARS OF EXPERIENCE

7

EDUCATION

BA (Communication, Minor - Public Relations), Florida International University, Miami, FL, 2017

PROFESSIONAL REGISTRATIONS/QUALIFICATIONS

Professional Engineer: Florida, No. # (XXXX)

CERTIFICATION

Global Media Communication MOT Intermediate

LANGUAGES

Spanish – Speaking, writing, and reading—Advanced level

REBECCA GUERRERO

Public Outreach Specialist



Ms. Guerrero is well-versed in various aspects of community outreach, public relations, and customer service. Her recent experiences have honed her knowledge in special event coordination, project collateral creation, inquiry logging, public speaking, and social media accounts. She is adept at researching project information, as well as corridor limits and project areas. Ms. Guerrero is an expert at database creation and performing project outreach and collateral dissemination. She also helps facilitate clear and transparent communication through multiple outlets. She is skilled at working well both independently and with project teams. Her attention to detail helps ensure quality work and contributes strongly to clients as well as her teams. Fluent in both English and Spanish, Ms. Guerrero can communicate clearly in written and verbal format

EXPERIENCE

Community Outreach Specialist, Florida Department of Transportation, Broward, FL.

Working as the in-house Community Outreach Specialist, Ms. Guerrero is the main contact for construction-related projects throughout Broward County. She is tasked with developing and maintaining project collaterals that include a Community Awareness Plan (CAP), project factsheet, dear neighbor letter, elected official letter, project press release and translating website content for projects preparing to enter construction. She distributes information to the impacted community by performing door-to-door outreach, sending weekly project updates via email campaigns as well as other outreach methods. Ms. Guerrero develops and maintains project databases, addresses stakeholder concerns, handles media inquiries, performs general website updates and meets with elected officials on an as-needed basis.

Assistant Community Outreach Specialist, Florida Department of Transportation, Broward, FL. Ms. Guerrero assisted the Community Outreach Specialist for District 4 at the FDOT Broward Operations Center. She was involved first-hand in various aspects of community outreach, assisting with the creation of project outreach collateral materials such as project flyers, detour graphics, website profiles and project boards. She also helped with project research and studied corridor areas to assist with the identification of potential construction project impacts, website maintenance, door-to-door outreach and planning and coordinating public meetings.

Community Outreach Intern, The Corradino Group, Miami-Dade, Broward, Palm Beach and Treasure Coast, FL. Ms. Guerrero shadowed and received guidance from the entire Public Information Team, in both FDOT District 4 and District 6. She attended meetings with FDOT project teams in both districts, which helped build relationships and first-hand knowledge of project scopes and inquiries. She also assisted with inquiry logging, door-to-door outreach, project research and database creation. Ms. Guerrero helped coordinate efforts for public meetings and assisted with logistical planning of various events. She helped translate documents from English to Spanish as needed and assisted with project mailout distributions.

Account Manager Intern, The Diabetes Research Institute Foundation, Hollywood, FL. Ms. Guerrero helped oversee all outreach efforts of the account team, revised and developed various project proposals, and developed and implemented a concept marketing campaigns for the foundation's Diabetes Diplomats.

Customer Service Representative, Signature Flight Support (Formerly known as Landmark Aviation), Miami, FL. Ms. Guerrero arranged reservations and was the main point of contact for customer travel, hotel stays, auto rentals and entertainment coordination. She was responsible for tracking aircraft arrivals, departures and ensuring quality customer service.



National Data & Surveying Services

John Greist

Transportation Data Analyst

Mr. Greist's expertise includes field operations, project coordination, project estimation, client management / communication and scheduling / employee management. He has successfully managed large turning movement count projects, machine tube counts, and has also assisted in the successful coordination and collection of specialized studies throughout Florida. He has also piloted several new types data collections.

PROJECT EXPERIENCE

RICONDO

Fort Lauderdale Airport - 2023

- ❖ 100 Volume machine counts (additional Speed & Class ADTs with varying durations and 21 TMCs)

POLK COUNTY TPO/TINDALE OLIVER

Polk County 2019 Traffic Count Program - 2019

- ❖ 263 Speed & Volume machine counts (varying durations)

DAVID PLUMMER & ASSOCIATES

Miami Freedom Park Traffic Project- 2018

- ❖ 57 Turning movements counts with pedestrians, bicycles and heavy trucks
- ❖ 43 Speed & Volume machine counts (varying durations)

TAMPA DOWNTOWN PARTNERSHIP

12/2018

- ❖ 13 field techs doing parking occupancy for 25,000 public parking spots, public parking garages and on-street through the downtown Tampa, for 3-days

FDOT D4 Contract C9Y93 with Kimley-Horn

1/2021

- ❖ 30 Turning movements counts with pedestrians, bicycles and heavy trucks
- ❖ 8 Volume machine counts (varying durations)



EDUCATION

Bachelors in Business
Administration/Management
Florida International University

PROJECT MANAGEMENT EXPERIENCE

19

SCHEDULING MANAGEMENT

19

DATA COLLECTION MANAGEMENT

6 All with NDS

Kevin Deal

CHIEF OPERATIONS OFFICER



BACKGROUND

Mr. Deal has amassed a great deal of experience in every aspect of the data collection industry. His expertise includes field operations, administrative operations, program development, R & D and companywide quality control. He has successfully managed over 50,000 projects from inception to completion which have at times included customized study development as well as customized deliverables. Mr. Deal oversees the annual collection of approximately 20,000 Turning Movement Counts, 25,000 Automatic Traffic Recorder Counts, and thousands of specialized studies.

PROJECT EXPERIENCE

NYS DOT - Traffic Count Collection Service | New York, NY | 2021 - Current

NDS is the on-call traffic data collection company for the New York State DOT. Annual data collection consists of approximately

- ❖ 2,800: 3-Day Class machine counts
- ❖ 2,500: 3-Day Volume machine counts
- ❖ 180: 50hr Non-Intrusive classification counts
- ❖ 100: Turning movement counts with varying collection requirements

Role: Kevin Deal is the NDS Project Manager for this contract and is responsible for the successful execution of all aspects of this contract.

NYCDOT - Citywide Data Collection, Tabulation and Analysis Services | New York, NY | 2019 - Current

NDS is the on-call traffic data collection company for the New York City DOT. Annual data collection consists of approximately

- ❖ 3,208: 7-day, 9-day, or 14-day Volume machine counts
- ❖ 2,860: 1-day, 2-day, or 3-day Turning movement counts requiring various hours of collection as well as sub-classification of vehicles and pedestrians.
- ❖ 606: 1-day, 2-day, or 3-day Pedestrian counts
- ❖ 719: 1-day, 2-day, or 3-day Bicycle counts of requiring various hours of collection as well as sub classification of cyclists.
- ❖ 184 Spot Speed Radar Counts

Role: Kevin Deal is the NDS Project Manager for this contract and is responsible for the successful execution of all aspects of this contract.

LADOT - On-Call Traffic Engineering Surveys | Los Angeles, CA | 2005 - Current

NDS is the on-call traffic data collection company for the Los Angeles DOT. Annual data collection consists of approximately

- ❖ 700: Average daily traffic counts
- ❖ 300: Turning movement counts requiring heavy trucks, buses (school vs. metro), pedestrians (adults vs. children), and bicycles.

Other studies such as travel time, parking, pedestrian and bicycle screenline counts, and spot-speed radar surveys

Role: Kevin Deal is the NDS Project Manager for this contract and is responsible for the successful execution of all aspects of this contract.

OCTA – Traffic Data Collection Update for the 2021 Congestion Management Program | Orange County, CA | 2005, 2007, 2009, 2011, 2013, 2015, 2021

In 2021, NDS was awarded the contract for the Orange County Transportation Authority. Requirements included:

- ❖ 101: 3-Day Turning movement counts
- ❖ 48hr Pedestrian/Bicycle/e-Scooter counts
- ❖ 50: 24hr Volume machine counts

Role: Kevin Deal is the NDS Project Manager for this contract and is responsible for the successful execution of all aspects of this contract.

EDUCATION

B.S. in Production & Engineering

PROJECT MANAGEMENT EXPERIENCE

19

SCHEDULING MANAGEMENT

19

DATA COLLECTION MANAGEMENT

19

PROFESSIONAL ASSOCIATIONS

Member of ITE

Licenses And Certifications

3/2/23, 5:08 AM

Related License Information

THE CORRADINO GROUP

Licensee

Name:	THE CORRADINO GROUP, INC.	License Number:	7665
Rank:	Registry	License Expiration Date:	
Primary Status:	Current	Original License Date:	03/07/1997

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
36146	Current, Active	PEREZ DE MORALES, EDUARDO	Registry		Professional Engineer	02/28/2025

State of Florida Department of State

I certify from the records of this office that THE CORRADINO GROUP, INC. is a Kentucky corporation authorized to transact business in the State of Florida, qualified on January 13, 1997.

The document number of this corporation is F97000000207.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 3, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of January, 2023




Secretary of State

Tracking Number: 1180238439CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

https://www.myfloridalicense.com/relationList.asp?record_cnt=1&LicId=2721250&Lname=&datefrom=&LicNum=&dateto=&Fname=&Category=

1/1

2/21/23, 11:34 AM

Pre-Qualification Certificate - Returning Vendor Self-Service Portal



**Miami-Dade County
Internal Services Department
Architecture/Engineering (A/E)
Pre-Qualification Certificate**

This certificate is hereby issued to: **CORRADINO GROUP INC**
4055 NW 97th AVE SUITE 200, Miami, FL 33178

Approval Date: 02/15/2023

Expiration Date: 01/31/2024

The above name applicant is pre-qualified to provide professional A/E services for Miami-Dade County for the period indicated above. The applicant has committed its firm to comply with the specific conditions listed below:

1. Pre-Qualified to offer professional services only in the Miami-Dade County technical categories shown in the "Statement of Technical Qualifications." All technical category restrictions must be strictly adhered to.
2. Pre-Qualification Certification (PQC) consolidates the technical certification, affirmative action plan, and vendor registration into one streamlined certification process resulting in the issuance of a Pre-Qualification Certificate.
3. Report any significant changes, such as contact person, qualifier, ownership, firm address, etc., by login on the Self-Service Portal at www.miamidade.gov/vendor within 30 days of such a change. Failure to report said changes to the County may result in the immediate suspension or termination of your firm's Pre-Qualification Certification.
4. Failure to renew your firm's PQC at least thirty (30) days prior to your firm's current expiration date may result in the suspension and/or termination from County programs and current or future contracts until your firm's Pre-Qualification Certification has been properly renewed. Any lapses in the certification of any of the required PQC areas (vendor registration, affirmative action plan, or technical certification) will result in a lapse in your PQC. Firms are responsible for observing and adhering to all submission deadlines.
5. Any renewal applications and/or supporting documents submitted after the application deadline might delay the review of your firm's PQC certification to the next available Technical Certification Committee meeting. The PQC application, submission deadlines, and the Technical Certification Committee meeting calendar can be found on Procurement Management web site located at: <http://www.miamidade.gov/internalservices/prequalification-certification.asp>
6. Permit Miami-Dade County representatives to have access during normal business hours to audit books and records to verify information submitted with this application. This right of access shall commence on the approval date of this certificate and shall terminate on its expiration date.

Please note that if at any time Miami-Dade County's has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the County may refer the matter to the State Attorney's Office and/or other investigative agencies, initiate debarment procedures, and/or pursue sanctions or other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

Approved By
Technical Certification Committee
Miami-Dade County



**Miami-Dade County
Internal Services Department
Statement of Technical Certification Categories**

Firm: CORRADINO GROUP INC
4055 NW 97 Avenue, 200, Miami, FL 33178

Code	Category Description	Approval Date	Expiration Date
1.01	TRANSPORTATION PLANNING - URBAN AREA AND REGIONAL TRANSPORTATION PLANNING	02/15/2023	01/31/2025
1.02	TRANSPORTATION PLANNING - MASS AND RAPID TRANSIT PLANNING	02/15/2023	01/31/2025
2.01	MASS TRANSIT SYSTEMS - MASS TRANSIT PROGRAM (SYSTEMS) MANAGEMENT	02/15/2023	01/31/2025
2.02	MASS TRANSIT SYSTEMS - MASS TRANSIT FEASIBILITY & TECHNICAL STUDIES	02/15/2023	01/31/2025
3.02	HIGHWAY SYSTEMS - MAJOR HIGHWAY DESIGN	02/15/2023	01/31/2025
3.02B	HIGHWAY SYSTEMS - MINOR HIGHWAY DESIGN	02/15/2023	01/31/2025
3.04	HIGHWAY SYSTEMS - TRAFFIC ENGINEERING STUDIES	02/15/2023	01/31/2025
3.05	HIGHWAY SYSTEMS - TRAFFIC COUNTS	02/15/2023	01/31/2025
3.06	HIGHWAY SYSTEMS - TRAFFIC CALMING	02/15/2023	01/31/2025
3.09	HIGHWAY SYSTEMS - SIGNING, PAVEMENT MARKING, AND CHANNELIZATION	02/15/2023	01/31/2025
3.11	HIGHWAY SYSTEMS - SIGNALIZATION	02/15/2023	01/31/2025
4.01	AVIATION SYSTEMS - ENGINEERING DESIGN	02/15/2023	01/31/2025
6.01	WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS	02/15/2023	01/31/2025
6.02	WATER AND SANITARY SEWER SYSTEMS - WATER AND SANITARY SEWAGE PUMPING FACILITIES	02/15/2023	01/31/2025
10.01	ENVIRONMENTAL ENGINEERING - STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES	02/15/2023	01/31/2025
16.00	GENERAL CIVIL ENGINEERING	02/15/2023	01/31/2025
17.00	ENGINEERING CONSTRUCTION MANAGEMENT	02/15/2023	01/31/2025
21.00	LAND-USE PLANNING	02/15/2023	01/31/2025

Approved By

Technical Certification Committee



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 19, 2023

Frederick P'Pool, Chief Operating Officer
THE CORRADINO GROUP, INC.
4055 NW 97th Avenue, Suite 200
Miami, Florida 33178

Dear Mr. P'Pool:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design
 - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
 - 4.1.1 - Miscellaneous Structures
 - 4.1.2 - Minor Bridge Design
- Group 6 - Traffic Engineering and Operations Studies
 - 6.1 - Traffic Engineering Studies
 - 6.2 - Traffic Signal Timing
 - 6.3.1 - Intelligent Transportation Systems Analysis and Design
 - 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.2 - Lighting
 - 7.3 - Signalization
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
 - 10.5.1 - Major Bridge CEI - Concrete
 - 10.5.2 - Major Bridge CEI - Steel
 - 10.5.3 - Major Bridge CEI - Segmental

1

- Group 13 - Planning
 - 13.3 - Policy Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
154.89%	117.63%	0.118%	Reimbursed	No	1.31%	6.59%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator

This certificate hereby qualifies

Joseph Michael Corradino, AICP

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number 012032

Paul Farmer
Paul Farmer, FAICP
Chief Executive Officer

Lee Brown
Lee Brown, FAICP
President



The American Planning Association's
Professional Institute
AICP
American Institute
of Certified Planners
Making Great Communities Happen

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Melanie S. Griffin, Secretary

STATE OF FLORIDA

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CZERNIEJEWSKI, ERIC S.
2201 SW 180TH AVENUE
MIRAMAR FL 33029

LICENSE NUMBER: PE58002
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INSTITUTE FOR SUSTAINABLE INFRASTRUCTURE

presents the

Envision™ Sustainability Professional Credential

to

Eric S Czerniejewski

Presented on: December 31, 2013

William Bertera
William Bertera
Executive Director
Institute for Sustainable Infrastructure

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CISCAR, MIGUEL RAMON
1459 OSPREY BEND
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SPATAFORA, VANESSA
13885 SW 42ND STREET
DAVIE FL 33330

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WHITE, DIANA
4801 NE 13 TERRACE
OAKLAND PARK FL 33334

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BOLDEN, GERALD GLENN
5002 BLARNEY COURT
SPRING HILL, TN 37174

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Transportation Professional Certification Board Inc.

certifies that

Gerald Glenn Bolden

has met all of the requirements established by the Certification Board to use the title of

PROFESSIONAL TRAFFIC OPERATIONS ENGINEER

unless withdrawn by the Certification Board and subject to the provisions for renewal. Certificate number 1180 issued in Washington, D.C. U.S.A. November 19, 2003

Steven A. Hofener, Chair
James W. Hight, Executive Director

Transportation Professional Certification Board Inc.

certifies that

Ryan Solis-Rios

has met all of the requirements established by the Certification Board to use the title of

PROFESSIONAL TRAFFIC OPERATIONS ENGINEER

Unless withdrawn by the Certification Board this certificate, number 2382, issued in Washington, D.C. is subject to the provisions for renewal May 5, 2008

Steven A. Hofener, Chair
James W. Hight, Executive Director

Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA

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SOLIS-RIOS, RYAN
7774 SW 42 PLACE
DAVIE, FL 33328

LICENSE NUMBER: PE63345
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Melanie S. Griffin, Secretary

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CLEVELAND, DAVID CHARLES
2620 E. PENTECOST ROAD
INDIANAPOLIS, IN 46239

LICENSE NUMBER: PE62283
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Melanie S. Griffin, Secretary

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CHARPENTIER, GORKY F.
4055 NW 97 AVE
SUITE 200
DORAL, FL 33178

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This certificate hereby qualifies

Edward Wing Keung Ng, AICP

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 028927

James M. Drinan
James M. Drinan, JD
Executive Director

Valerie Hubbard
Valerie Hubbard, FAICP
President



The American Planning Association's
Professional Institute
American Institute
of Certified Planners
Making Great Communities Happen

This certificate acknowledges

Scarlet R. Hammons, AICP CTP

having complied with all requirements of the American Institute of Certified Planners, the American Planning Association's professional institute, providing recognized leadership nationwide in the certification of professional planners and the ethics, professional development, planning education and standards of planning practice, is hereby provided this certificate as evidence of certification of expertise in the field of transportation planning and is hereby declared to be a

Certified Transportation Planner

James M. Drinan
James M. Drinan, JD
Executive Director

Glenn E. Larson
Glenn E. Larson, AICP
President



APA
AICP CTP
Certified
Transportation
Planner

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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COFFIN, JEFFREY DANE
5200 NW 53RD AVENUE
SUITE 203
FORT LAUDERDALE, FL 33309

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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KALTENBACH, KENNETH DONALD
33457 ANDREWS VILLAGE CIRCLE
LOUISVILLE, KY 40241-0000

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Transportation Professional Certification Board, Inc.

certifies that

Aditya Kumar Katragadda

has met all of the requirements established by the Certification Board to use the title of

Professional Transportation Planner

*unless withdrawn by the Certification Board and subject to the provisions for renewal.
Certificate number 645 issued in Washington, D.C., U.S.A.*

07/30/2018

Michael F. Park
Michael F. Park
Chair



Jeffrey F. Buziati
Jeffrey F. Buziati
Executive Director



National Data & Surveying Services
Florida Department of State

DIVISION OF CORPORATIONS



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Detail by Entity Name

Foreign Profit Corporation
NATIONAL DATA AND SURVEYING SERVICES, INC.

Filing Information

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FEI/EIN Number	33-0608605
Date Filed	11/24/2014
State	CA
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Event Date Filed	03/04/2019

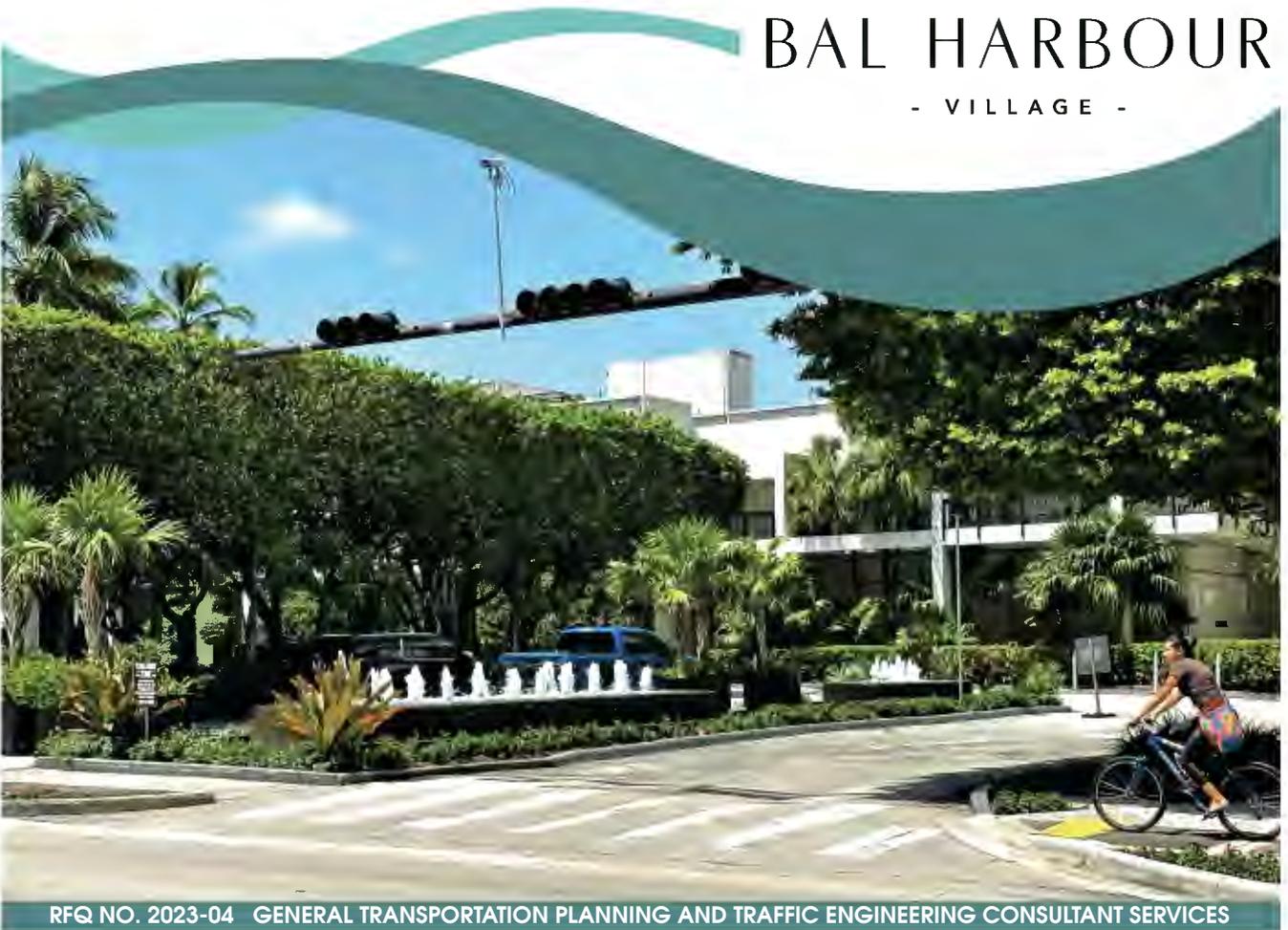
Principal Address

7414 SURRY PINES DRIVE
APOLLO BEACH, FL 33572

Changed: 02/26/2015

BAL HARBOUR

- VILLAGE -



RFQ NO. 2023-04 GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTANT SERVICES

SECTION 4.7.7

SECTION 4.7.7 CLIENT REFERENCES

Corradino submits the following five South Florida Municipal Clients as Client References for this Request for Qualification. These five current clients will be able to corroborate Corradino’s experience providing traffic engineering and transportation planning on an on call basis.

1. The City of Cooper City

Carlos Vega, CBTO
Community Development Director
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33329-0910
954-434-4300 Ext. 294
cvega@coopercity.gov

2. The City of Oakland Park

Brynt Johnson
Director of Engineering and Building Services
City of Oakland Park
5399 North Dixie Highway, Suite 3
Oakland Park, FL 33334
954-630-4343
brynt.johnson@oaklandparkfl.gov

3. Town of Surfside

Hector Gomez
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
305-861-4863 Ext. 232
hgomez@townofsurfsidefl.gov

4. Town of Cutler Bay

Rafael G. Casals, ICMA CM, CFM
Town Manager
Town of Cutler Bay
10720 Caribbean Boulevard, Suite 105
Cutler Bay, FL. 33189
786-573-5518
rcasals@cutlerbay-fl.gov

5. Town of Palm Beach

Wayne Bergman, MCP, LEED® AP
Director
Town of Palm Beach
Planning, Zoning, Building
360 S. County Road
Palm Beach, FL 33480
561-227-6426
wbergman@townofpalmbeach.com



BAL HARBOUR

- VILLAGE -



RFQ NO. 2023-04 GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTANT SERVICES

SECTION 4.7.8 CLIENT PERFORMANCE EVALUATION SURVEY

SECTION 4.7.8

FORM 2

PERFORMANCE EVALUATION COVER LETTER AND SURVEY

Number of pages including this cover: 2

RFQ 2023-04 General Transportation Planning and Traffic Engineering Consultant Services

August 28, 2023

To: Carlos Vega, CBTD, Community Development Director, City of Cooper City, Florida

Phone: 954-434-4300 ext. #294

Fax:

E-mail: cvega@coopercity.gov

Re: Performance Evaluation of The Corradino Group, Inc

To Whom It May Concern:

The Village of Bal Harbour, Florida (the "Village") has issued Request for Qualifications No. 2023-04, requesting proposals from qualified and experienced traffic engineers to conduct General Transportation Planning and Traffic Engineering Consultant Services. The above-referenced company has chosen to participate in this solicitation process and has listed you as a past or current client for whom they have done work.

In connection with its solicitation, the Village collects past performance information on firms and contractors that provide professional services and compete for Village contracts. The information you provide will be used to assist the Village in the selection of a firm to provide asphalt, concrete, and paver repair services to the Village by a licensed contractor. Both the company and the Village would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to survey to Mauricio Escarra at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at mescarra@balharbourfl.gov.

Thank you for your time and effort in this matter.

Name, Title

PERFORMANCE EVALUATION SURVEY
VILLAGE OF BAL HARBOUR RFQ NO. 2023-04

Company Name: The Corradino Group, Inc.

Point of Contact: Eric Czerniejewski, PE, ENV SP

Phone and email: 954-605-7373; eczerniejewski@corradino.com

Nature of services provided: Traffic Engineering and Transportation Planning Services

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

Table with 3 columns: NO., CRITERIA, SCORE (1 to 10). Rows include: 1 Ability to perform the requested services, 2 Accessibility of firm's staff and principals, 3 Ability to ensure the project is completed on-time and within budget, 4 Responsiveness, 5 Quality of services provided, 6 Quality and accuracy of on-site inspection, 7 Ability to respond to feedback, 8 Professionalism, 9 Overall customer satisfaction.

Overall Comments:

Two horizontal lines for writing overall comments.

Company providing Referral: The City of Cooper City

Contact Name: Carlos Vega, CBTD Community Development Director

Contact Phone and e-mail: 954-434-4300 ext. #294

Date of Services: 05/2021-07/2023

Dollar Amount for Services: \$250,000.00

Thank you for your time and effort. Please return this form to Mauricio Escarra at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at mescarra@balharbourfl.gov.

FORM 2

PERFORMANCE EVALUATION COVER LETTER AND SURVEY

Number of pages including this cover: 2

RFQ 2023-04 General Transportation Planning and Traffic Engineering Consultant Services

August 28, 2023

To: Brynt Johnson, Director of Engineering and Building Services, City of Oakland Park

Phone: 954-630-4343

Fax: 954-229-0422

E-mail: brynt.johnson@oaklandparkfl.gov

Re: Performance Evaluation of The Corradino Group, Inc.

To Whom It May Concern:

The Village of Bal Harbour, Florida (the "Village") has issued Request for Qualifications No. 2023-04, requesting proposals from qualified and experienced traffic engineers to conduct General Transportation Planning and Traffic Engineering Consultant Services. The above-referenced company has chosen to participate in this solicitation process and has listed you as a past or current client for whom they have done work.

In connection with its solicitation, the Village collects past performance information on firms and contractors that provide professional services and compete for Village contracts. The information you provide will be used to assist the Village in the selection of a firm to provide asphalt, concrete, and paver repair services to the Village by a licensed contractor. Both the company and the Village would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to survey to Mauricio Escarra at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at mescarra@balharbourfl.gov.

Thank you for your time and effort in this matter.

Name, Title

PERFORMANCE EVALUATION SURVEY
VILLAGE OF BAL HARBOUR RFQ NO. 2023-04

Company Name: The Corradino Group, Inc.

Point of Contact: Eric Czerniejewski, PE, ENV SP

Phone and email: 954-605-7373; eczerniejewski@corradino.com

Nature of services provided: Traffic Engineering and Transportation Planning Services

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

Table with 3 columns: NO., CRITERIA, SCORE (1 to 10). Rows include: 1 Ability to perform the requested services, 2 Accessibility of firm's staff and principals, 3 Ability to ensure the project is completed on-time and within budget, 4 Responsiveness, 5 Quality of services provided, 6 Quality and accuracy of on-site inspection, 7 Ability to respond to feedback, 8 Professionalism, 9 Overall customer satisfaction.

Overall Comments:

Two horizontal lines for writing overall comments.

Company providing Referral: The City of Oakland Park

Contact Name: Brynt Johnson, Director of Engineering and Building Services

Contact Phone and e-mail: 954-630-4343; brynt.johnson@oaklandparkfl.gov

Date of Services: 09/2019-07/2023

Dollar Amount for Services: \$225,000.00

Thank you for your time and effort. Please return this form to Mauricio Escarra at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at mescarra@balharbourfl.gov.

FORM 2

PERFORMANCE EVALUATION COVER LETTER AND SURVEY

Number of pages including this cover: 2

RFQ 2023-04 General Transportation Planning and Traffic Engineering Consultant Services

August 28, 2023

To: Hector Gomez, Town Manager, Town of Surfside, Florida

Phone: 305-861-4863

Fax: 305-861-1302

E-mail: hgomez@townofsurfsidefl.gov

Re: Performance Evaluation of The Corradino Group, Inc.

To Whom It May Concern:

The Village of Bal Harbour, Florida (the "Village") has issued Request for Qualifications No. 2023-04, requesting proposals from qualified and experienced traffic engineers to conduct General Transportation Planning and Traffic Engineering Consultant Services. The above-referenced company has chosen to participate in this solicitation process and has listed you as a past or current client for whom they have done work.

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Thank you for your time and effort in this matter.

Name, Title

PERFORMANCE EVALUATION SURVEY
VILLAGE OF BAL HARBOUR RFQ NO. 2023-04

Company Name: The Corradino Group, Inc.

Point of Contact: Eric Czerniejewski, PE, ENV SP

Phone and email: 954-605-7373; eczerniejewski@corradino.com

Nature of services provided: Traffic/Transportation Engineering and Transportation Planning

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

Table with 3 columns: NO., CRITERIA, SCORE (1 to 10). Rows include: 1 Ability to perform the requested services, 2 Accessibility of firm's staff and principals, 3 Ability to ensure the project is completed on-time and within budget, 4 Responsiveness, 5 Quality of services provided, 6 Quality and accuracy of on-site inspection, 7 Ability to respond to feedback, 8 Professionalism, 9 Overall customer satisfaction.

Overall Comments:

Two horizontal lines for writing overall comments.

Company providing Referral: The Town of Surfside

Contact Name: Hector Gomez, Town Manager

Contact Phone and e-mail: 305-861-4863; hgomez@townofsurfsidefl.gov

Date of Services: 02/2021-07/2023

Dollar Amount for Services: \$600,000.00

Thank you for your time and effort. Please return this form to Mauricio Escarra at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at mescarra@balharbourfl.gov.

FORM 2

PERFORMANCE EVALUATION COVER LETTER AND SURVEY

Number of pages including this cover: 2

RFQ 2023-04 General Transportation Planning and Traffic Engineering Consultant Services

August 28, 2023

To: Rafael G. Casals, Town Manager, Town of Cutler Bay

Phone: 305-234-4262

Fax: 305-234-4262

E-mail: rcasals@cutlerbay-fl.gov

Re: Performance Evaluation of The Corradino Group, Inc.

To Whom It May Concern:

The Village of Bal Harbour, Florida (the "Village") has issued Request for Qualifications No. 2023-04, requesting proposals from qualified and experienced traffic engineers to conduct General Transportation Planning and Traffic Engineering Consultant Services. The above-referenced company has chosen to participate in this solicitation process and has listed you as a past or current client for whom they have done work.

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Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to survey to Mauricio Escarra at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at mescarra@balharbourfl.gov.

Thank you for your time and effort in this matter.

Name, Title

PERFORMANCE EVALUATION SURVEY
VILLAGE OF BAL HARBOUR RFQ NO. 2023-04

Company Name: The Corradino Group, Inc.

Point of Contact: Eric Czerniejewski, PE, ENV SP

Phone and email: 954-605-7373; eczerniejewski@corradino.com

Nature of services provided: Traffic Engineering and Transportation Planning

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

NO.	CRITERIA	SCORE (1 to 10)
1	Ability to perform the requested services	
2	Accessibility of firm's staff and principals	
3	Ability to ensure the project is completed on-time and within budget	
4	Responsiveness	
5	Quality of services provided	
6	Quality and accuracy of on-site inspection	
7	Ability to respond to feedback	
8	Professionalism	
9	Overall customer satisfaction	

Overall Comments:

Company providing Referral: The Town of Cutler Bay

Contact Name: Rafael Casals, Town Manager

Contact Phone and e-mail: 305-234-4262

Date of Services: 09/2019-07/2023

Dollar Amount for Services: \$275,000.00

Thank you for your time and effort. Please return this form to Mauricio Escarra at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at mescarra@balharbourfl.gov.

FORM 2

PERFORMANCE EVALUATION COVER LETTER AND SURVEY

Number of pages including this cover: 2

RFQ 2023-04 General Transportation Planning and Traffic Engineering Consultant Services

August 28, 2023

To: Wayne Bergman, MCP, LEED AP, Director of Planning and Zoning, Town of Palm Beach

Phone: 561-227-6426

Fax: 561-835-4621

E-mail: wbergman@townofpalmbeach.com

Re: Performance Evaluation of The Corradino Group, Inc.

To Whom It May Concern:

The Village of Bal Harbour, Florida (the "Village") has issued Request for Qualifications No. 2023-04, requesting proposals from qualified and experienced traffic engineers to conduct General Transportation Planning and Traffic Engineering Consultant Services. The above-referenced company has chosen to participate in this solicitation process and has listed you as a past or current client for whom they have done work.

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Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to survey to Mauricio Escarra at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at mescarra@balharbourfl.gov.

Thank you for your time and effort in this matter.

Name, Title

PERFORMANCE EVALUATION SURVEY
VILLAGE OF BAL HARBOUR RFQ NO. 2023-04

Company Name: The Corradino Group, Inc.

Point of Contact: Eric Czerniejewski, PE, ENV SP

Phone and email: 954-605-7373; eczerniejewski@corradino.com

Nature of services provided: Traffic Engineering and Transportation Planning

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

NO.	CRITERIA	SCORE (1 to 10)
1	Ability to perform the requested services	
2	Accessibility of firm’s staff and principals	
3	Ability to ensure the project is completed on-time and within budget	
4	Responsiveness	
5	Quality of services provided	
6	Quality and accuracy of on-site inspection	
7	Ability to respond to feedback	
8	Professionalism	
9	Overall customer satisfaction	

Overall Comments:

Company providing Referral: The Town of Palm Beach

Contact Name: Wayne Bergman, Director of Planning and Zoning

Contact Phone and e-mail: 561-227-6426; wbergman@townofpalmbeach.com

Date of Services: 07/2022-07/2023

Dollar Amount for Services: \$400,000.00

Thank you for your time and effort. Please return this form to Mauricio Escarra at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at mescarra@balharbourfl.gov.

BAL HARBOUR

- VILLAGE -



RFQ NO. 2023-04 GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTANT SERVICES

SECTION 4.7.10 ADDITIONAL FORMS

SECTION 4.7.10

FORM 3
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Pursuant to Florida Statutes Section 287.087 ("Preference to Businesses with Drug-Free Workplace Programs"), whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES [X], NO

NAME OF BUSINESS: The Corradino Group, Inc.

SIGNATURE: [Handwritten Signature] Joseph M. Corradino, AICP - President

FORM 4

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted to Bal Harbour Village, Florida. by: Joseph M. Corradino, AICP - President (print individual's name and title) for: The Corradino Group, Inc. (print name of entity submitting sworn statement) whose business address is: 4055 NW 97th Avenue, Suite 200, Miami, FL 33178 and (if applicable) its Federal Employer Identification Number (FEIN) is: 61-0713040. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: - - .)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners. Shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
 - Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



Joseph M. Corradino, AICP - President
Signature

Sworn to and subscribed before me this 19th day of July, 2023.

Personally known X _____

OR

Produced identification _____

Notary Public, State of: Florida

My commission expires: 10/18/2024

Type of identification



Maria Elena Shepherd



Maria Elena Shepherd
Comm. #HH054516
Expires: Oct. 18, 2024
Bonded Thru Aaron Notary

Printed, typed or stamped commissioned name of notary public

Equipment Inventory

Corradino has the following equipment necessary to complete the Traffic Engineering and Transportation Planning services for this requested task work order project outlined in this RFQ.

- Synchro 11 software suite with Sim Traffic microsimulation
- Highway Capacity Software
- Current Cube Modeling software
- Trip Generation Manual Online Webapp
- Access to Signal Four Analytics for crash analysis
- Access to Big Data such as Inrix and Streetlight Data for origin and destination modeling
- Current AutoCAD software platform
- Current Microstation CAD software platform
- Aerial Drone Equipment that supports turning movement counts, origin-destination studies, screenline counts, parking studies, general observations, freeway interchanges, queueing, etc. (NDS)
- HD Video Cameras for intersection turning movement counts and midblock pedestrian counts (NDS)
- Pneumatic tube counters for collecting speed and volume data (NDS)
- All relevant traffic engineering manuals such as the Highway Capacity Manual (7th Edition), Highway Safety Manual, ITE Trip Generation Handbook 11th Edition, etc.

Acknowledgement of Addenda

Corradino acknowledges the receipt of Addendum #1, issued on 8/17/2023.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/19/2023

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

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

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:															
INSURED The Corradino Group, Inc. 4055 NW 97th Avenue Suite 200 Miami FL 33178 USA		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER B: Hartford Insurance Co Of The Southeast</td> <td>38261</td> </tr> <tr> <td>INSURER C: Property & Casualty Ins Co of Hartford</td> <td>34690</td> </tr> <tr> <td>INSURER D: Starr Surplus Lines Insurance Company</td> <td>13604</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Co.	19682	INSURER B: Hartford Insurance Co Of The Southeast	38261	INSURER C: Property & Casualty Ins Co of Hartford	34690	INSURER D: Starr Surplus Lines Insurance Company	13604	INSURER E:		INSURER F:	
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INSURER D: Starr Surplus Lines Insurance Company	13604																
INSURER E:																	
INSURER F:																	

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570100879563 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			21UUNOL5648	05/01/2023	05/01/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/OP AGG	\$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			21 UEN 0L5649	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	21WBOL6H6N See Attached	05/01/2023	05/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	E&O - Professional Liability Primary			1000600229231 Claims Made	07/11/2023	07/11/2024	Per Claim	\$10,000,000
							Deductible	\$100,000
							Aggregate	\$10,000,000

Certificate No : 570100879563

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: RFQ No. 2023-04 General Transportation Planning and Traffic Engineering Consultant Services. Bal Harbour Village is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER Bal Harbour Village 655 96th Street Bal Harbour Village FL 33154 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

AGENCY CUSTOMER ID: 570000075512

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services, Inc of Florida		NAMED INSURED The Corradino Group, Inc.	
POLICY NUMBER See Certificate Numbe 570100879563		EFFECTIVE DATE:	
CARRIER See Certificate Numbe 570100879563	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Underwriting Companies

Twin City Fire Insurance Company - Arizona
 Twin City Fire Insurance Company - Colorado
 Hartford Insurance Company of the Southeast - Florida
 Hartford Underwriters Insurance Company - Illinois
 Hartford Casualty Insurance Company - Indiana
 Hartford Underwriters Insurance Company - Kentucky
 Property & Casualty Insurance Company of Hartford - Michigan
 Twin City Fire Insurance Company - North Carolina
 Twin City Fire Insurance Company - New Jersey
 Twin City Fire Insurance Company - Rhode Island
 Hartford Underwriters Insurance Company - Tennessee

An aerial photograph of a road intersection. The road is paved and has several lanes. There are speed limit signs that say "MPH 30" and "MPH 30". There are also signs for "MPH MPH MPH" and "30 30 30". The road is surrounded by green grass and some trees. There are several cars on the road. The image is framed by a teal wavy border.

THE CORRADINO GROUP

4055 NW 97th Avenue, Suite 200, Miami, FL 33178

305.594.0735 • F: 305.594.0755

www.corradino.com



VILLAGE OF
BAL HARBOUR

General Transportation Planning
and Traffic Engineering
Consultant Services

RFQ#2023-04



1

Cover Page



1. Cover Page

BAL HARBOUR VILLAGE

REQUEST FOR QUALIFICATIONS

NO. 2023-04 for

GENERAL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING CONSULTANT SERVICES

Due: August 28, 2023

Submitted by

Kimley»Horn

CONTACT: Adrian K. Dabkowski, P.E., PTOE

Project Manager

2 Alhambra Plaza, Suite 500
Coral Gables, FL 33134

305.673.2025 Office; 954.535.5144 Direct
adrian.dabkowski@kimley-horn.com

Principal-in-Charge

John McWilliams, P.E.
Senior Vice President

954.535.5106
john.mcwilliams@kimley-horn.com

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VILLAGE OF BAL HARBOUR

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3

Introduction Letter



3. Introduction Letter

August 28, 2023

Captain Mauricio Escarra

655 96th Street
Bal Harbour Village, FL 33154

Kimley-Horn and Associates, Inc.

2 Alhambra Plaza, Suite 500
Coral Gables, FL 33134

Re: Request for Qualifications No. 2023-04 General Transportation Planning and Traffic Engineering Consultant Services

Dear Captain Escarra and Members of the Evaluation Committee:

Bal Harbour Village is a safe and extremely desirable community, an environment that also offers tourists an unparalleled destination, while providing an access to the highest quality of life for residents. The Village affirms its vision with a focus on investments that add to that quality of life. The opportunity to address an increase in traffic activity over the past few years is in keeping with the signature amenities reflecting the standards this community expects. Kimley-Horn is pleased to submit our qualifications and approach to serve as the RFQ No. 2023-04 General Transportation Planning And Traffic Engineering Consultant Services.

We understand that the Village is seeking a consultant to assist with traffic congestion along Collins Avenue within the Village's boundaries and assess whether this congestion is caused from nearby parking and the lack of turning lanes in the affected area. The Village has identified the need to partner with an experienced and well-qualified transportation consulting firm to develop a systematic approach to identify and assess current conditions and develop and implement signal timing plans for future alternatives. Kimley-Horn's knowledge of location, breadth of experience and depth of available staff makes us ideal for this partnership.

Kimley-Horn Advantages. Our team of dedicated traffic, transportation, and planning experts commit to complete this assignment in a timely manner to assist staff and provide value to the Village. The advantages of selecting our firm are highlighted below:

- Kimley-Horn is a full-service, multidisciplinary consulting firm offering a broad range of transportation, transit, roadway design, engineering, planning, landscape architecture, and environmental services to hundreds of municipalities, state, and federal agencies, nationwide
- We have the depth of transportation, parking, traffic, transit, and bicycle/pedestrian/complete streets planning and engineering and design experience to serve the Village well on this project

Multidisciplinary Team. We have assembled a team of outstanding professionals tailored for this specific project. Our in-house experts will provide services in the areas required under this contract, including:

- General transportation planning and traffic engineering to perform a qualitative assessment of existing conditions
- Signal timing analysis/Intelligent Transportation Systems engineers with an understanding of Miami-Dade County, MDC-ATMS, staff and signal infrastructure
- Safety assessment and analysis expertise
- Extensive experience working directly with FDOT in Miami-Dade County
- Transportation/urban planning and travel demand modeling experience



Signal Timing Experts. Kimley-Horn has unparalleled expertise when it comes to Miami-Dade County's Advanced Traffic Management System (ATMS) as the system runs on our own Kimley-Horn Integrated Transportation System (KITS) central signal software database. Additionally, we provide continuous in-house support to Miami-Dade County Department of Transportation and Public Works Traffic Signals and Signs Division related to signal support. Additionally, we have provided signal timing support for special events in Miami-Dade County including the Miami Beach Boat Show and Miami Superbowl LIV.



Highly Qualified Subconsultants. We have identified a specialized subconsultant to assist and support the project. **National Data & Surveying Services (NDS)** will provide traffic data collection. NDS has extensive local experience and has recently teamed with Kimley-Horn on several successful projects. NDS has the capability to perform over 100 intersection turning movement counts simultaneously.



Experienced Team. Our firm has been involved in traffic and transportation engineering and planning for more than 50 years. Kimley-Horn brings a wealth of experience serving the Miami-Dade County, City of Fort Lauderdale, Broward County Metropolitan Planning Organization, Broward County, Miami-Dade County, Miami-Dade County Transportation Planning Organization (TPO), City of Miami, City of Miami Beach, City of Aventura, and the Florida Department of Transportation – Districts 4 and 6 performing a multitude of traffic engineering and transportation planning projects. Kimley-Horn is proud to have provided professional services to more than 130 municipalities in Florida and would like to extend our dedicated and client-oriented service to assist you in the development of this project.



Process Driven. Kimley-Horn proposes a systematic, process-driven approach to completing this study. After confirming the study area network, initial stakeholder meetings, and public workshop, our process will include three (3) distinct project phases: (1) Data Collection, (2) Analysis (Signal Timings Plans, Crash Analysis, Existing Conditions Analysis) and (3) Documentation of Findings and Optional Scope (Future Conditions Analysis and Public Meetings).



Commitment to Excellence. On behalf of Kimley-Horn, we are excited about the opportunity to serve Bal Harbour Village. Serving as your project manager, I bring more than 21 years of traffic and transportation engineering and planning experience. As a firm we offer you the professional resources of one of the premier traffic and transportation engineering firms in south Florida, coupled with our personal commitments and demonstrated experience from professionals thoroughly familiar with the Village's needs and county requirements. This team presented in this submittal has the depth and availability to immediately respond to this project. You have our personal commitment to proactively manage this contract in an efficient manner to minimize the Village's required level of oversight.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Adrian K. Dabkowski, P.E., PTOE
Project Manager

John McWilliams, P.E.
Principal-in-Charge

If awarded the Project, Kimley-Horn looks forward to executing a mutually agreeable contract compliant with Florida Statutes, specifically F.S. 725.08.

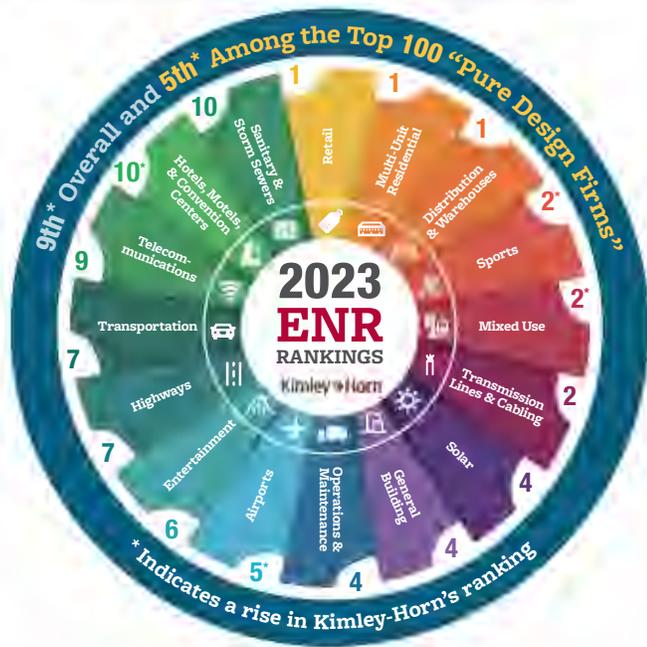
4 | Minimum Qualifications



4. Minimum Qualifications

Kimley-Horn is a full-service, employee-owned, multidisciplinary consulting firm offering a broad range of engineering, planning, landscape architecture, and environmental services to clients in both the private and public sectors. Over the years, we have grown from a small group of engineers and planners to one of the most respected consulting firms in the nation—and a recognized leader in public realm design. Today, Kimley-Horn has more than 7,700+ employees in 120+ offices across the United States and Puerto Rico, offering a full range of consulting services to local, regional, national, and international clients.

a. Experience of the Proposer



Since our founding in 1967, transportation planning and traffic engineering have been Kimley-Horn’s traditional areas of strength. Our staff has completed thousands of transportation plans and traffic impact analyses ranging from major statewide programs to site-specific analyses. **Recently, Engineering-News Record ranked Kimley-Horn among the top transportation engineering firms nationwide.** This distinction is a result of our uncompromising commitment to excellence.

Our Firm Qualifications.

The firm and our team members proposed for this project have worked on numerous successful projects in Fort Lauderdale, Miami, and throughout South Florida since opening our first office here in 1968 (Date authorized to do business in Florida: April 24, 1968). In addition, we have nearly 300 professionals and support staff located within the South Florida region, we offer the depth of staff required to be responsive to all your needs under this contract.

Business and Financial Fundamentals.

We maintain a disciplined focus on business fundamentals, operate the firm conservatively, and our internal controls and business standards are designed to keep our foundation strong. The Company had 2022 revenues of \$2.0 billion. **Kimley-Horn has been in business since 1967 and remains financially strong, and we are committed to our continued financial health.**

There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees.

To meet all minimum qualifications Kimley-Horn is fully equipped and well-established company in line with the best business practices.

BUSINESS STRUCTURE

Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc. Associates Group Services, Inc. is wholly owned by APHC, Inc. APHC, Inc. is owned by over 500 individual Kimley-Horn employees. No one individual has 5% or more ownership.

State of Florida Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

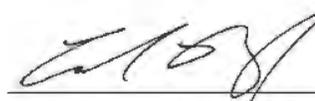
The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 22, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-second day of
February, 2023*




Secretary of State

Tracking Number: 9937240518CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

On October 1, 2019, HB827/SB616 went into effect, creating the rules for Administrative Code 61G15, which removes the requirement that engineers obtain a separate engineering business license (certificate of authorization) for their engineering firm. Additional information about this can be found on the Florida Board of Professional Engineers website: <https://fbpe.org/licensure/licensure-process/engineering-firms/>. However, Kimley-Horn's Registered Professional Engineering license screenshot from the Florida Board of Professional Engineers/Department of Business and Professional Regulation (DBPR) website is included below.

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida **dbpr** Department of Business & Professional Regulation

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Licensee Information

Name: **KIMLEY-HORN AND ASSOCIATES, INC. (Primary Name)**
 Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 Board of Professional Surveyors and Mappers
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500
 800-HELP-FLA (435-7352) or (850) 488-2221

Address: **421 FAYETTEVILLE STREET SUITE 1000 RALEIGH, NC 27601-1777**

License Information

License Type: **Registry**
 Rank: **Registry**
 License Number: **35106**
 Status: **Current**
 Licensure Date: **05/10/2021**
 Expires: **March 9, 2023**

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB696

Your application for renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and approved.

The license appears below and is valid through February 28, 2025.

ONLINE SERVICES **LICENSEE DETAILS**

You are required to keep your information with the Board current. Please visit our website at www.s00helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information at www.s00helpfla.com/psm.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

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View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

Licensee Information

Name: **KIMLEY-HORN AND ASSOCIATES, INC. (Primary Name)**
 KIMLEY-HORN AND ASSOCIATES, INC. (DBA Name)
 Board of Professional Surveyors and Mappers
 2005 APALACHEE PKWY
 SUITE 1000
 ORLANDO Florida 32801

County: **ORANGE**

License Information

License Type: **Registered Landscape Architect**
 Rank: **Landscape Arc**
 License Number: **LA0001428**
 Status: **Current, Active**
 Licensure Date: **10/14/1991**
 Expires: **11/30/2023**

Detach Here

Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 Board of Professional Surveyors and Mappers
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB696**
 Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License
 Under the provisions of Chapter 472, Florida Statutes

KIMLEY-HORN AND ASSOCIATES, INC.
 421 FAYETTEVILLE ST STE 600
 RALEIGH, NC 27601-1777


 WILTON SIMPSON
 COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Understanding Municipalities.

Kimley-Horn prides itself on our capability to serve municipal and public sector clients. Across Florida, we have served more than 200 state governments. Our local staff is currently serving Fort Lauderdale, Davie, Florida Department of Transportation, Miami, Miami Beach, Aventura, Palmetto Bay, and Pompano Beach under similar contracts where we continue to demonstrate our ability to deliver technical excellence in a timely and cost-effective manner. Additionally, we serve many communities across the state on an on-call basis. We embrace the local communities that we work with and strive to share your vision for your community. Our team’s combined municipal experience in design, administration, and construction phase services gives us the specific understanding of how to work with Village staff and elected officials to effectively achieve your objectives.



Unmatched Local Knowledge.

From our offices located in Miami and Fort Lauderdale, we are available to serve you by phone anytime and we can be in your office for in-person meetings with little notice. If we cannot meet face-to-face for any reason, we are adept at using video conferencing resources to maintain communication and production. Project manager **Adrian K. Dabkowski, P.E., PTOE**, will be in command and control of the tasks associated with this project. He will have the authority to allocate resources and troubleshoot difficulties. We pledge to view the project from the Village's perspective, examine issues in a strategic context, and provide you with tactical solutions.

Meeting your schedule for deliverables is not just a goal to us—it is a mandate. A project schedule is a roadmap guiding us to a goal, completion of a project by a certain date. But experience has shown that no matter how carefully we plan, things can change. How successfully we adapt to those changes is in part a result of how well we manage our resources and understand the demands on them, both internal and external. Kimley-Horn has a track record of successfully completing projects on or ahead of schedule and within budget. This success is due, in part, to each project's schedule and budget being aggressively communicated to the project team by the project manager. Kimley-Horn takes pride in evaluating any unanticipated obstacles and making informed recommendations to overcome them before they impact the project's schedule and budget.

Professional Services

One feature that separates Kimley-Horn from other firms is our ability to provide integrated services for a project. Kimley-Horn has outstanding in-house resources and technical expertise to provide virtually all required services.

TRAFFIC ENGINEERING



Kimley-Horn offers complete in-house traffic engineering services in the areas of preparation and review of traffic impact studies, traffic calming studies, speed zoning studies, safety and operations studies, accident analysis, pedestrian safety programs, parking studies, site access and circulation studies, traffic signal communication and system integration design, at-grade crossing operations and design, intersection geometric design, signing/stripping and street improvement plans, and general consultation in traffic engineering. Kimley-Horn also has extensive experience using traffic analysis and modeling software including Synchro, SIDRA, Highway Capacity Software (HCS), Traffix, and VISSIM.

Our professionals have experience approaching a comprehensive analysis from both macroscopic (system planning) and microscopic perspectives (design issues and operations at specific locations). Using these tools, we can model a microscopic traffic network to determine the interactions between adjacent intersections and produce an animated, graphical display of traffic conditions.

Our experience also includes numerous roadway design projects, for which we have been responsible for traffic operations improvements such as signalization, signing and marking, roundabouts, and intersection design; highway safety studies; and the full range of related traffic engineering services that enable us to address any traffic operations situation. **The number of critical intersections in Florida that Kimley-Horn has evaluated or currently has under contract totals nearly 1,500.**

SAFETY STUDIES AND ACCESS MANAGEMENT REVIEWS

Safety and access management studies are particular strengths of our firm. Our transportation professionals routinely analyze electronic crash data as well as police crash reports as part of ongoing contracts with FDOT Districts Four and Six. Specific recommendations are often made based on not only the amount of crashes, but the types and contributing causes of the crashes as well. We have recently evaluated 12 high crash locations within the City of Miami to develop safety improvements at these locations as part of the Spot Location Safety Evaluation – Phase 1. In addition, we also completed numerous access management assignments under our Districtwide Access Management Contract with FDOT District Four. Our engineers are extremely familiar with FDOT access management standards and can help the Village with any permitting or access management issue.

COMPLETE STREETS PLANNING



Kimley-Horn makes the most of its vast array of services, knowledge, and experience to better serve our clients with their roadway design projects and, in particular, complete street projects. We know that providing complete street design services involves the integration of all aspects of mobility, including pedestrian, bicycle, transit, and automobile modes.

Our multidisciplinary approach goes well beyond simply providing plans, specifications, and cost estimates, but also includes an appreciation for how the project fits within the functionality of the mobility network. This understanding allows Kimley-Horn to provide our clients with reasonable and practical design solutions that will not detract from the functionality of the roadway network.

Kimley-Horn has successfully represented the interest of all modes of travel by designing several complete streets projects across the state and nationally. We understand the benefits derived from the complete streets approach and the increased safety it provides for all modes of travel. Because of this aspect, our proposed project organizational structure uses an integrated team approach of engineers, planners, and landscape architects who work together with our clients to understand local issues and prepare a feasible design concept that addresses multimodal connectivity and safety.

TRAFFIC CALMING STUDIES

Traffic calming involves changes in physical measures or policy measures to reduce traffic speeds and/or cut-through traffic volumes in the interest of community safety, livability, and other community goals. Kimley-Horn routinely prepares traffic calming studies for local municipalities in South Florida.

Our approach to traffic calming studies is to begin by understanding the problem from the people who know the area best—our clients and their local stakeholders, residents, and business owners. We prepare a scope of services that is consistent with Miami-Dade County's *Traffic Flow Modification/Street Closure Procedure*, as well as any additional applicable documents such as the *Manual on Speed Zoning for Florida's Highways, Roads, Streets*.

Traffic calming studies often require a robust amount of data collection, including traffic volumes on the study streets, traffic volumes on adjacent streets, vehicle speed data, and pedestrian and bicyclists counts. In addition, Kimley-Horn has experience with obtaining origin-and-destination information to identify cut-through traffic via field observations conducted by a team of strategically placed field technicians. Successful traffic calming analyses involve accurate interpretation of traffic volume and speed data.

ROADWAY DESIGN AND CONSTRUCTION ADMINISTRATION

Roadway design and planning is one of the mainstays of our firm’s professional practice. Collectively, our engineers have been responsible for the design of more than 2,500 miles of roadway, much of it here in Florida. We have provided these services for urban, rural, primary, secondary, and interstate roadways for clients ranging from municipalities to state departments of transportation to private developers. We are well equipped to address all related aspects of roadway design projects such as intersection geometrics, utility relocations, traffic control, signalization, structural/bridge design, regulatory and permitting issues, paving, drainage, signing & markings, and other features.

SIGNAL SYSTEM DESIGN/SIGNAL RETIMING

Our systems specialists offer expertise that is unparalleled anywhere in the industry. In addition to comprehensive master planning for traffic signalization, our engineers have designed numerous plans to standardize traffic control systems and provide comprehensive systems communications. Advanced traffic management projects include citywide signal system designs, transportation control centers, electronic toll facilities and revenue control systems, and innovative transit and public transportation systems. Each of our systems is designed not only to address current needs, but also to accommodate future growth and advances in technology.

TRANSPORTATION PLANNING AND ENGINEERING SERVICES

For over five decades, Kimley-Horn has been studying and improving the transportation network in Florida as a consultant to cities, counties, and transportation planning organizations (TPOs)/metropolitan planning organizations (MPOs). Established by transportation planners and traffic engineers, Kimley-Horn has become a leading consultant in the planning of regional and statewide transportation systems, corridor studies, transportation demand management programs, and transportation impact assessments. The firm has assisted numerous local and state agencies in developing short- and long-range transportation plans and programs.

Kimley-Horn’s knowledge of Florida’s transportation regulations, policies, and procedures is unsurpassed. As we have learned from our vast experience, agency coordination is a significant aspect of all types of transportation planning and engineering tasks. We have worked on transportation planning projects directly with TPOs/MPOs throughout the state, including Miami-Dade, Broward, and Palm Beach counties; each FDOT District, Central Office, and Florida’s Turnpike Enterprise; and the cities of Miami Beach, Miami, South Miami, and Miami Gardens—to name a few.

Kimley-Horn’s wide spectrum of transportation planning experience includes the following:

- Long-range transportation plans
- Transit development planning
- Bicycle/pedestrian planning
- Multimodal planning
- Transportation modeling
- Corridor studies
- Traffic impact analyses
- Feasibility studies
- Public involvement
- Geographic information systems (GIS)
- Congestion management
- Transportation demand management
- Transportation control measures
- Intelligent transportation systems (ITS)
- Air conformity analyses
- Funding assistance

BICYCLE AND PEDESTRIAN PLANNING



Kimley-Horn has successfully represented the interests of pedestrians and bicyclists on many planning-level studies and design projects throughout Florida, including numerous non-motorized and complete streets studies. Drawing on expertise from around the state, we have helped the Miami-Dade County MPO, City of Miami Beach, Town of Miami Lakes, Town of Bay Harbor Islands, City of South Miami, Village of Palmetto Bay, and many others complete their bicycle and pedestrian plans and improvements.

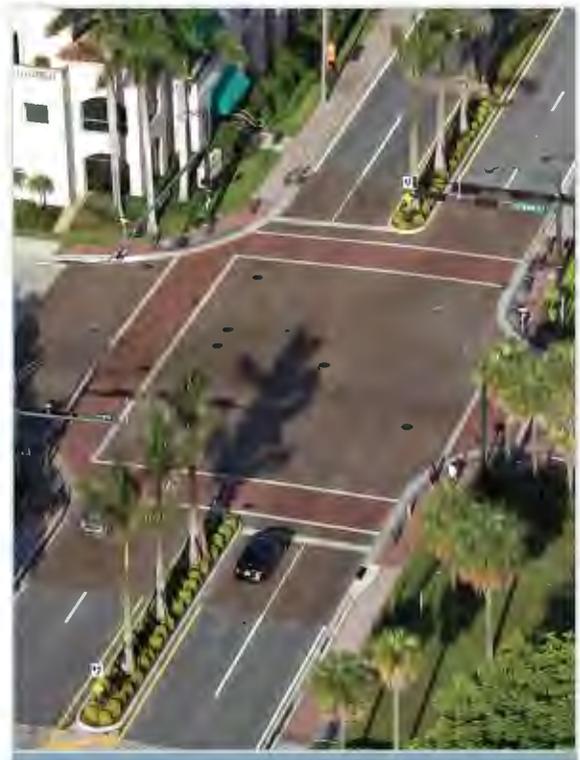
Our experience includes leading local trails, pedestrian, and bicycle master plans and

development of comprehensive statewide plans and requirements for pedestrian/bicycle facilities, transit, rail, and fully integrated multimodal systems. We have also developed bicycle, pedestrian, and trail plans that emphasize interconnected networks of different types of facilities to serve multiple users. Each facility serves as a vital link between communities, resources, and destinations. Our diverse experience in trails, pedestrian, and bikeway planning includes the Underline and Safe Routes to School (SRTS) improvements and wayfinding.

TRANSPORTATION-RELATED URBAN DESIGN

Kimley-Horn has extensive experience in downtown redevelopment and streetscaping projects. We have successfully completed more than \$25 million in streetscape programs for the cities of Miami Beach, Boca Raton, West Palm Beach, Fort Myers, and Orlando. These projects include detailed work in lighting systems, banners, special paving, landscaping, integration of vehicular and pedestrian traffic, and site amenities such as street furniture, recreation facilities, fountains, and site graphics.

An important aspect of competent streetscape design is meeting the requirements of the Americans with Disabilities Act (ADA) and Crime Prevention Through Environmental Design (CPTED). Kimley-Horn is on the forefront of finding creative design solutions to regulatory restrictions. We strive to provide a safe and accessible streetscape that provides a pleasant experience for all individuals. In addition, we support the active participation of Village staff, special interest groups, and the general public in finding an optimum design solution. Kimley-Horn recognizes the importance of a comprehensive public involvement program. It serves to heighten local awareness of each project and often ensures its success by accurately defining the needs of each user group.



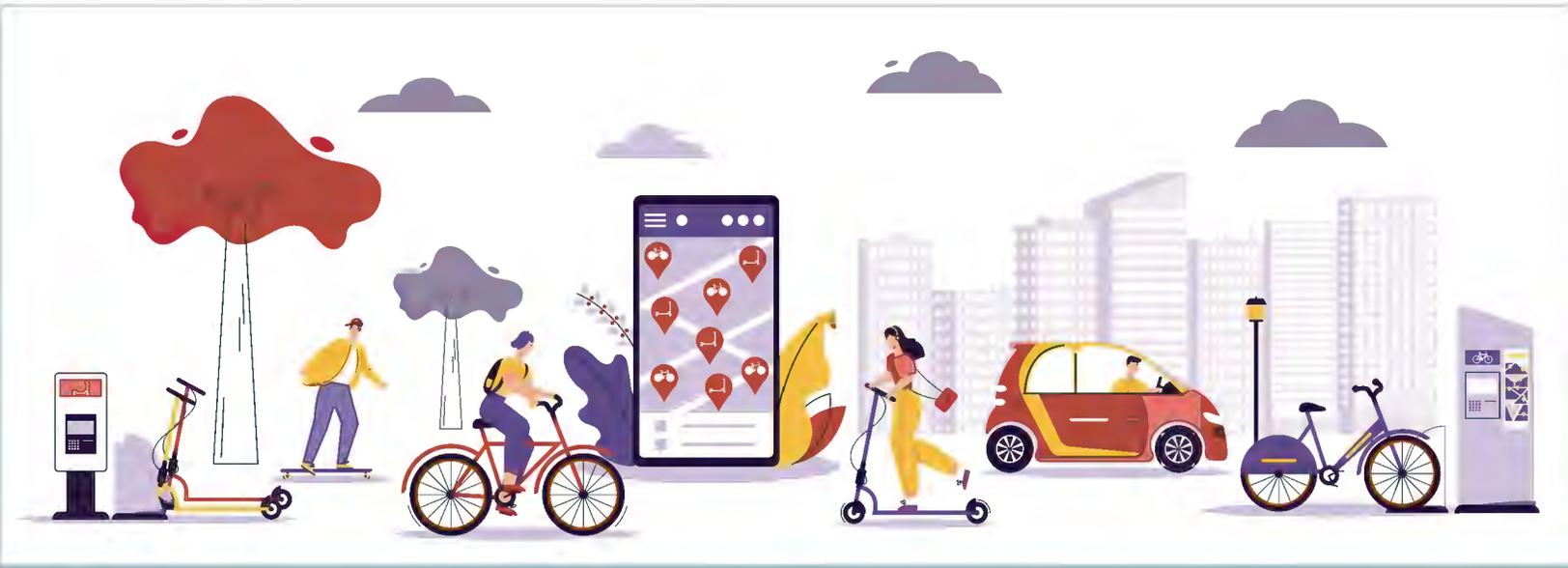
Kimley-Horn's urban design experience with projects such as the South Pointe Streetscape improvements and North Shore Area improvements in Miami Beach, Palmetto Park Road in Boca Raton, and Clematis Street in downtown West Palm Beach demonstrates our capability to seamlessly merge the myriad aspects of urban planning, streetscape design, and infrastructural engineering.

SHORT- AND LONG-RANGE TRANSPORTATION PLANNING

Kimley-Horn brings national experience to the development and implementation of Short-Range Transportation Plans (SRTP). Development of these plans typically consists of a robust effort that requires demographic and ridership analyses, extensive public involvement, and an assessment of financial constraints. Our staff has completed SRTPs across the country, where major updates to SRTPs are required every five years.

Kimley-Horn has a deep bench of specialists familiar with Long-Range Transportation Plan (LRTP) projects and the most effective ways to support the process. This familiarity comes from years spent facilitating the creation of LRTPs and plan updates for municipalities and MPOs/TPOs throughout the country. This familiarity of skills and understanding of workload are key contributors to the efficiency of our team.

Our local team is partners with specialists with experience across the nation, who work regularly with a “community of planners” that share experiences. We regularly work with MPOs/TPOs and serve on national committees that create the innovative solutions MPOs/TPOs need to develop these complex plans. We use lessons learned from previous clients and open a dialogue between existing and new clients to strengthen the knowledge base to benefit all parties involved. These connections regularly outlive single planning processes and become lasting, mutually supportive relationships.



TRANSIT INTERMODAL FACILITY DEVELOPMENT

The role of multimodal hubs is quickly evolving. Previously, transit centers were often a combination of parking lots and bus bays with basic amenities for riders. But with emerging technologies, changes in transportation needs, and societal concerns about equity and affordability, the role of multimodal hubs now includes providing a variety of transportation services as well as creating a sense of place and shared environment for communities. Kimley-Horn is at the forefront of this evolution. By integrating a team of experts not just in transit operations, but also in placemaking, emerging technology, active transportation, and development, we assist our clients in creating a true multimodal hub that has both the flexibility to adapt to changing transportation needs and the opportunity to leverage public-private partnerships to achieve implementation.

TRANSIT-ORIENTED DEVELOPMENT

Kimley-Horn's transit experts guide our clients through all phases of a project, from the early planning stages through final design and construction administration. For urban, regional, and statewide transit systems all over the country, we provide comprehensive analysis, planning and design services such as major investment studies (MIS), major route planning, alternatives analysis, line-by-line analyses, on-board surveys, demand modeling, environmental documentation, and comprehensive consensus-building activities. Our team includes specialists in new transit systems, major system expansions, multimodal transportation analysis, transit development programs, new technologies (GPS, AVL, Civis System, and NextBus), rail planning, specialized transportation programs, and special planning studies. Kimley-Horn understands that the benefits of transit-oriented design standards improve the efficiency of the transportation system. Successful transit-oriented design involves creating complementary transportation design and services.



ENVIRONMENTAL SUSTAINABILITY ANALYSIS

The Kimley-Horn sustainability advantage is the close coordination of all disciplines under one roof. Our staff includes landscape architects and urban designers; civil, transportation, and systems engineers; environmental specialists; urban and land planners; and computer/systems specialists. Because an ecologically sound site design is a blend of engineering and natural sciences, we create a project team with a senior representative from each of our key disciplines, including landscape architecture, environmental resources, and civil engineering to perform sustainability analyses and conduct sustainability reviews.



b. Experienced Professionals

Kimley-Horn has completed thousands of traffic engineering and operations projects, ranging from major areawide signal systems involving hundreds of intersections to single intersection safety audits, designs, and analyses. Our traffic engineering staff includes specialists in the areas of signal system and signalization design, signing and pavement marking studies and plans, safety and operations studies and plans, accident analysis and testimony, pedestrian safety programs, access management, parking studies and layout, circulation studies, and general traffic engineering consultation. This integrated multidisciplinary team will bring unique and innovative solutions to Bal Harbour Village. **You get a team that works with you—not just for you—to achieve success for this project.**

Key Team Personnel.



PROJECT MANAGER

ADRIAN DABKOWSKI, P.E., PTOE,

Adrian.Dabkowski@kimley-horn.com

Adrian has 21 years of traffic/transportation engineering experience of which over 16 years are managing transportation projects in South Florida both for public and private sector clients. Adrian’s areas of expertise encompass key items for this project including data collection, capacity analysis, multimodal analysis, Complete Streets planning, transit planning and context sensitive signal timing solutions, and safety evaluations. Adrian’s strong technical background is complemented by his management and organizational skills, which will be instrumental in successfully managing projects. He brings unparalleled and extensive experience in transportation and with transportation master plans, including the City of Miami Traffic Management Master Plan, City of Miami Miscellaneous Transportation and Traffic Engineering Support Services, City of Miami Beach Traffic Engineering Consultant Services, City of Fort Lauderdale Traffic and Transportation Engineering and Planning Services, City of North Miami Beach Transportation Master Plan, City of Aventura Traffic Engineering Services, Village of Pinecrest Transportation Master Plan and City of Coral Gables Traffic Impact Study Consulting Services.

From our offices located in Miami and Fort Lauderdale, we are available to serve you by phone anytime and we can be in your office for in-person meetings with little notice. If we cannot meet face-to-face for any reason, we are adept at using video conferencing resources to maintain communication and production. Project manager Adrian K. Dabkowski, P.E., PTOE, will be in command and control of the assignments always. He will have the authority to allocate resources and troubleshoot difficulties. We pledge to view the tasks from the Village’s perspective, examine issues in a strategic context, and provide you with tactical solutions.

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DEPUTY PROJECT MANAGER

CORY DORMAN P.E., PTOE, IMSA II

Cory.Dorman@kimley-horn.com

Cory has 11 years of traffic engineering and transportation planning experience in South Florida. This experience includes traffic impact analyses, Comprehensive Development Master Plans (CDMP), Land Use Plan Amendments (LUPA), school traffic operations plans, accumulation analyses, traffic operations and design experience including signal retiming analyses, intersection capacity analyses, roadway segment capacity analyses, signal design and modification, maneuverability analyses, queuing analyses, signal warrant analyses, all-way stop control warrant analyses, and microsimulation analyses. His software experience includes Bentley MicroStation, Synchro 10, IBM SPSS Statistics 21, VISSIM, and Highway Capacity Software (HCS).



PRINCIPAL-IN-CHARGE

JOHN MCWILLIAMS, P.E.

John.Mcwilliams@kimley-horn.com

John has more than 25 years of traffic engineering and transportation planning experience in South Florida. This experience includes traffic impact studies multimodal planning/design, and site plan development. John graduated with a Bachelor of Science in Civil Engineering from Ohio Northern University and is a member of the Urban Land Institute (ULI) and the Institute of Transportation Engineers (ITE) and a graduate of ULI's Leadership Institute. He served as the transportation project manager for numerous Transit-Oriented Development (TOD) projects throughout South Florida, including Brightline's Fort Lauderdale Station, Grove Central, Dolphin Station, and Miami Central. He has been successful in developing creative operational roadway improvements/site circulation design in constrained areas by combining his transportation planning knowledge with his expertise in design.



QUALITY ASSURANCE/QUALITY CONTROL

IAN RAIRDEN, P.E.

Ian.Rairden@kimley-horn.com

Ian has 19 years of experience with a focus on traffic operations studies for FDOT Districts Four, Six, and Two. He has experience with the Intersection Control Evaluation (ICE) process for public and private projects in both Districts Four and Six. He also led the traffic operations tasks for Kimley-Horn's services on the District Four's I-95 Interchange Master Plans in Palm Beach County and Broward County. He is proficient with Highway Capacity Software (HCS), SIDRA, and Synchro software packages and has experience with the Southeast Regional Planning Model (SERPM) and Treasure Coast Regional Planning Model (TCRPM) based on the Florida Standard Urban Transportation Model Structure (FSUTMS).

The Kimley-Horn team offers a blend of seasoned professionals to successfully complete similar projects. Our team has been assembled to include complementary skills to provide innovative, and actionable solutions. **Key personnel resumes begin on page 51.**

Kimley Horn's planners, urban designers, and engineers have a history of partnering with communities to develop progressive and context-sensitive comprehensive plans. In each community that we work, we strive to understand the values and vision that guides the planning process. Understanding the importance of diverse experiences, we intentionally partner with professionals of various backgrounds—to create the opportunity for visionary thinking with an understanding of implementation. **Our team's organizational chart is also shown in Tab 5.**

Subconsultants: National Data & Surveying Services (NDS) – Traffic Data Collection



Founded in 1989, National Data & Surveying Services (NDS) was established to deliver accurate and cost-effective solutions to their client's traffic, transit, and GIS/GPS data collection. NDS is a successful firm established as one of the foremost, full service, traffic, and transit data collection companies in the country. NDS has an outstanding team of 100 professional full-time employees that will ensure the successful coordination and completion of any project. NDS routinely utilizes the most appropriate collection methods which include manual technicians in the field, radar speed guns, GPS/GIS location, ALPR technology, and drones to efficiently provide the data that is being requested.

c. Availability of Resources

Kimley-Horn understands the significance of the proper allocation of resources and having the professionals available to complete projects within a scheduled time. Kimley-Horn commits that our project management team will be fully available, and our team’s re-sources will be mobilized as needed to maintain schedule. We are very experienced with on-call task order driven contracts which are often fast-paced, and the level of effort required to complete these contracts may be as varied as the task orders themselves. We have considerable local resources available to serve Bal Harbour Village.

Our proactive approach to budget and schedule control begins with immediate and clear communication. At Kimley-Horn, production meetings are held weekly to enable staff, task managers, and project managers stay up to date regarding current and projected workloads. Weekly regional production meetings are also held to assess the availability and distribution of resources. We know the importance of meeting our clients’ deadlines—our depth of staff and the ability to activate resources from other offices will ensure we complete your projects on time.

Additionally, we stay on top of the project budget by tracking it on a percent-complete basis (regardless of fee type) to measure performance during each accounting report period (semi-monthly). **Your schedule and budget are extremely important to Kimley-Horn, and our resources will allow us to meet the timelines and goals established this project.**

Castahead System

Kimley-Horn uses a management information system (MIS) to continuously track our financial performance and productivity. One of the key elements of the MIS is a reliable forecasting process we call the “cast-ahead” system. The cast-ahead system is accessible by all project managers throughout the nation. It is the primary means of tracking and evaluating our staffing needs. Updated monthly by the project managers, the cast-ahead system forecasts our workload for the next month and the upcoming six-month period. The cast-ahead process ensures that sufficient staff and hours are available to meet project schedules even as they change over time.

The members of our project team were selected using two criteria: **(1) experience with similar projects, and (2) availability to assume major technical responsibilities for this contract. Based on our review of our castaheads, we can assure you that the staff members selected for this team are readily available and fully capable to serve on this contract.** Currently, we foresee no barriers to providing you with timely service.

Interface of Kimley-Horn’s Castahead Program

Team	Billing	Labor Fees (in thousands)		1 Month		Net Labor Skills Out of Region		6 Month Labor Demand															
		3 Month		3 Month		MAR		APR		MAY		JUN		JUL		AUG							
		Contracts \$	+ SNC \$	Contracts \$	+ SNC \$	St. Prod	Prod	MAR Sr. Prod	MAR Prod	MAR Sr. Prod	MAR Prod	APR Sr. Prod	APR Prod	MAY Sr. Prod	MAY Prod	JUN Sr. Prod	JUN Prod	JUL Sr. Prod	JUL Prod	AUG Sr. Prod	AUG Prod		
Load Legend: 0.00% < 0.00% > 0.00% > 120% > 150%																							
FLORIDA																							
ORLANDO																							
Orlando Aviation	Proj	944	1194	433	841	162	162	-3.3	-15.6	11.6	36.1	11.6	36.1	6.5	18.9	0	22.7	4	13.2	3	5.2	3	0.3
Orlando Aviation	Fixed	0	0	0	0	0	0	0	0	11.16	34.91	11.16	34.91	10.35	32.5	0.86	26.84	10.19	31.03	10.11	31.58	10.84	33.2
ROADWAY																							
Roadway	Proj	7525	9525	824	824	238	238	1.4	2.7	16.5	22.6	16.5	25.6	10.5	15.7	0.5	13.5	6	21	2	10	0.5	13
Roadway	Fixed	0	0	0	0	0	0	0	0	14.93	26.39	14.93	26.39	13.81	24.38	12.76	22.82	13.93	23.07	13.49	23.81	14.2	25.09
LAND DEVELOPMENT																							
Land Development	Proj	11278	18513	2236	2636	1714	1765	8.8	1.2	52.7	223.4	56.1	229.6	144	41.0	11.3	26.1	6.5	14.9	2.1	3.3	3.5	3.3
Land Development	Fixed	0	0	0	0	0	0	0	0	53.31	209.43	53.31	209.43	49.32	193.77	45.95	179	48.29	189.74	48.18	189.29	50.86	189.14
TPFD																							
TPFD	Proj	5295	11615	1298	1281	417	440	-0.8	1.6	23	33.2	27	41.2	22.0	28.9	10	16.9	10.7	15.2	7.4	13.2	6	7
TPFD	Fixed	0	0	0	0	0	0	0	0	25.68	38.98	25.68	38.98	23.94	36.07	22.12	33.32	23.45	35.32	23.39	35.24	24.61	37.07
WWW and UTILITIES																							
WWW and Utilities	Proj	2385	3383	710	811	221	286	0	-2.1	7.5	42.9	10.8	55.4	0.4	28.3	9.2	23.7	1.5	15	1.4	15	0	0
WWW and Utilities	Fixed	0	0	0	0	0	0	0	0	9.97	51.99	9.97	51.99	9.22	48.11	8.82	44.44	9.03	47.11	9.01	47	9.49	46.44
STRUCTURES																							
Structures	Proj	99	199	43	134	43	55	-1.8	-2.4	6.8	7.8	7.8	8.2	-1.9	14.4	0	0	0	0	0	0	0	0
Structures	Fixed	0	0	0	0	0	0	0	0	7.68	8.99	7.68	8.99	7.1	8.31	6.96	7.69	6.96	8.14	6.94	8.12	7.5	8.84
DRAINAGE																							
Drainage	Proj	369	329	84	84	70	70	-4.5	-12	9.5	27.3	9.5	27.3	2	11.9	9.3	13.9	0	3	0	0	0	0
Drainage	Fixed	0	0	0	0	0	0	0	0	10.78	28.77	10.78	28.77	9.68	24.77	9.2	22.88	9.78	24.29	9.73	24.2	10.24	25.45
ORLANDO TOTAL																							
ORLANDO TOTAL	Proj	27835	44768	5597	6310	2895	3019	-3.2	-28.4	127.9	392.4	139.3	423.6	90.2	149.9	47.4	106.9	30.5	90	20.6	54.7	12.8	24.3
ORLANDO TOTAL	Fixed	0	0	0	0	0	0	0	0	133.72	397.42	133.72	397.42	123.7	367.71	114.28	338.68	121.13	360.08	120.98	356.22	127.16	377.89
FLORIDA TOTAL																							

d. Process and Project Approach

Kimley-Horn's approach focuses on the technical aspects of preparing the comprehensive traffic study that will include traffic operations and safety analysis. However, other aspects of project such as coordination between stakeholders, identification of study parameters, and overall project management/tracking are critical to the success of this project. The following sections summarize our technical approach to each facet of the proposed traffic operations and safety analysis process:

Collins Avenue/State Road A1A Corridor Study between Haulover Inlet Bridge to 96th Street

PROJECT BACKGROUND AND PROJECT DESCRIPTION

Bal Harbour Village has recognized that the existing transportation network does not support current traffic conditions along Collins Avenue/State Road (SR) A1A within the Village's boundaries from Haulover Inlet to 96th Street due to a lack of turn lanes, on-street parking, and parking lots in the vicinity of the Village, and atypical traffic operations at the intersections of Harbour Way East and Harbour Way West. Accommodating the area's continuous growth and properly preparing for additional projected commercial, office, and residential development, are all elements of the economic health and vitality of the Village.

The Village has determined that a comprehensive study of traffic operations, safety, multimodal (bicycle, pedestrian, transit, and vehicular) operations, access, circulation, and complete streets roadway design concepts in evaluating Collins Avenue and 96th Street/SR 922 is necessary to develop recommendations that are consistent with the Village's goals and objectives.

Additionally, 96th Street between the Bal Bay Drive and Collins Avenue should also be included as part of the analysis as the proximity of the roadway will impact Collins Avenue. A location map is provided below to graphically depict the study corridors and study area intersections recommended for analysis.

STUDY OBJECTIVES AND PARAMETERS

It is our understanding that the Client desires that a transportation corridor study be prepared for Collins Avenue between Haulover Inlet Bridge and SR 922/96th Street and SR 922/96th Street between the Bal Bay Drive and SR A1A/Collins Avenue. The transportation corridor study will examine level of service along the corridor, evaluate safety, and document multimodal facilities. The study will provide traffic operational recommendations and safety recommendations. We also recommend developing multimodal improvements such as pedestrian improvements, bicycle improvements, and transit improvements, as needed, as there are limited mobility options resulting from a congested and constrained roadway network. One other aspect to consider is curbside management and incorporating those concepts into this project. The analysis will be coordinated with the Village, Miami-Dade County Department of Transportation and Public Work Department Traffic Engineering Division, herein referred to as the Traffic Engineering Division, and Florida Department of Transportation (FDOT).



The location of the project has an impact on the applicable level of service (LOS) standard. The Village has adopted roadway LOS based on its borders. However, the criteria of the maintaining agency can vary significantly. For instance, the Village has adopted an LOS D for roadways within its limits based on the Evaluation and Appraisal Report (EAR), June 18, 2010, and Florida Department of Transportation (FDOT) has targets of LOS D on the State Highway System and has initiatives to work with local governments to establish multimodal LOS. However, Miami-Dade County has a range of adopted LOS standard from LOS D, LOS E, LOS E+20%, and LOS E+50%. Kimley-Horn, as part of our approach, will utilize the LOS for the maintaining agency for each roadway.

Task 1: Miami-Dade County and Florida Department of Transportation Methodology Determination

Prior to initiating the corridor study, we will discuss the project with the Village, Miami-Dade County Transportation and Public Works Department Traffic Engineering Division (herein, referred to as Traffic Engineering Division), and FDOT. The purpose of these discussions is to outline the requirements of the traffic analysis, including the intersections to be evaluated, and to obtain available information from the Village including background traffic generated by approved developments in the vicinity of the project. The traffic generated by these other developments will be added to the street network. This initial meeting will set the foundation for the project and establish the framework moving forward. We work hand-in-hand with the Traffic Engineering Division and FDOT and through our daily interaction with them, have developed long lasting relationships and are on a first name basis with them which allows us to quick schedule meetings and coordinate with them.

As part of the initial discussions, we will prepare a formal methodology technical memorandum summarizing our discussions and will be submitted to the Village, Traffic Engineering Division, and FDOT for review and concurrence. We will revise the methodology for Village, Traffic Engineering Division, and/or FDOT comments, if necessary.

Task 2A: Initial Traffic Data Collection

The intersection turning movement counts that will be collected as part of Task 2C will be determined from continuous 144-hour (Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday) traffic and speed counts at the following locations:

1. Collins Avenue/SR A1A north of Bal Cross Drive
2. Collins Avenue/SR A1A north of Harbour Way

This data will be used to identify the typically weekday AM and PM rush hour (peak two-hour periods) and weekend peak period (weekend peak two-hour period) for intersection turning movement count data collection as part of Task 2C. Prior to proceeding with intersection turning movement count data collection as part of Task 2C, a memorandum will be prepared outlining the peak analysis periods (peak two-hour periods) to be analyzed. It is assumed that weekday AM, weekday PM, and weekend peak period turning movement counts will be collected as part of Task 2C and analyzed part of Task 4.

Task 2B: Information Gathering and Coordination

Kimley-Horn will coordinate with the stakeholders to obtain their insight and understanding of traffic patterns, traffic characteristics, traffic operational issues, and identification of potential locations of existing traffic signal infrastructure that may require upgrading to updated traffic signal patterns. As part of this task, meetings with the following stakeholders are proposed to discuss and obtain an understanding of existing operational issues on the study corridors the following:

- Village Capital Program Department
- Village Police Department
- Town of Surfside, as needed
- Miami-Dade County Department of Transportation and Public Works Traffic Engineering Division
- Miami-Dade County Department of Transportation and Public Works Traffic Signals and Signs Division
- Florida Department of Transportation

As part of this task and coordination, a qualitative assessment will be documented as a result of the feedback from stakeholders.

Kimley-Horn will review Miami-Dade County TPO's Five (5) Year Transportation Improvement Program (TIP), the Long-Range Transportation Plan (LRTP), and FDOT's Five-Year Plan to identify any planned or programmed improvements that may impact traffic volumes or operations within the study area. Furthermore, Kimley-Horn will review the Village's Capital Improvement Program (CIP) to identify similar issues. In addition, Kimley-Horn will obtain signal timing information from the Miami-Dade County Advanced Traffic Management System (MDC-ATMS) website.

Task 2C: Traffic Data Collection

Data collection efforts will begin once the study parameters are agreed upon as part of the traffic study methodology and as part of the memorandum prepared as part of Task 2A. It is assumed that weekday AM, weekday PM, and weekend peak period turning movement counts will be collected as part of this task, based on the memorandum prepared in Task 2A.

Study corridor characteristics such a facility type, laneage, speed limit, bicycle/pedestrian facilities, heavy vehicle percentages, transit service, roadway and intersection geometry, and transit infrastructure information will be collected during this stage using readily available aerial photography and field visits when required. For pedestrian, bicycle, and transit modes, facilities within ½ mile of the study corridors will be inventoried. Study intersection characteristics will also be compiled including laneage, signal phasing, crosswalks and turn lane lengths. Kimley-Horn will obtain traffic signal timings directly from Miami-Dade County's Department of Transportation and Public Works Traffic Signs and Signal Division for use in the analyses. Transit data including Miami-Dade County Metrobus Routes G, H, S, and 120 service will be obtain including boarding/ alighting data, as necessary. Kimley-Horn has recently obtained new countywide boarding and alighting data by stop from Miami-Dade County.

Temporary Video Surveillance Units



National Data & Surveying Services offers temporary video surveillance for a variety of traffic data collection needs.

Units can collect for 24 hours or more and can be used for turning movement counts, origin-destination, gap studies, special event monitoring, graffiti patrol, community safety and many other surveillance related needs.

These video units offer:

- 21 foot telescoping pole to capture a clear overhead view of the area
- Night time capable recording
- 24 or more hours of continuous recording
- Birds Eye lens to increase visibility
- Portability

All videos are reviewed by our office for data collection and can be submitted to your company for internal review.

Deployment teams are available for your data collection needs throughout Washington, California, Nevada, Arizona and the expanding Southeast.

Call us today for a quote

Seattle: (425) 250-6827
 California: (877) 861-9132
 Atlanta: (678) 679-3023
 Charlotte: (704) 303-8119
 Raleigh: (919) 710-8868
 Florida: (813) 606-5988
 Tennessee: (615) 398-2258



NDS
 National Data & Surveying Services

orders@ndsdata.com

Video data collection is utilized to capture volumes for all modes and provides a video record that can be reviewed for quality control.

We have deliberately partnered with **National Data and Surveying Services, Inc. (NDS)** to facilitate data collection based on their ability to collect over 100 intersection locations simultaneously. Our data collection partner will collect the needed roadway segment and intersection turning movement data including vehicles, bicyclists, pedestrians, and heavy vehicles for each study. Unique data collection efforts including quantifying the right-turn on red volumes or conflicting pedestrian and bicyclist volumes will be performed as needed.

Intersection turning movement counts for the peak periods determined as part of Task 2A will be collected. Turning movement counts will include truck percentages, passenger vehicles, pedestrians, bicyclists, and right-turn on red volumes. Additionally, 72-hour approach traffic counts will be collected, as necessary and at the direction of the Village. Turning movement counts and 72-hour approach traffic counts will be collected at the following intersections:

1. State Road A1A/Collins Avenue Northbound and SR 922/96th Street (signalized)
2. State Road A1A/Collins Avenue Northbound and 95th Street (signalized)
3. State Road A1A/Collins Avenue Northbound and 94th Street (signalized)
4. State Road A1A/Collins Avenue Northbound and 93rd Street (signalized)
5. State Road A1A/Collins Avenue Northbound and 90th Street (signalized)
6. State Road A1A/Harding Avenue Southbound and Bal Harbour Shops (signalized)
7. State Road A1A/Collins Avenue/Bal Harbour Blvd and 9700 Block Bal Harbour Shops (signalized)
8. State Road A1A/Collins Avenue/Bal Harbour Blvd and 9800 Block/Bal Harbour Shops (signalized)
9. State Road A1A/Collins Avenue and Harbour Way East (signalized)
10. State Road A1A/Collins Avenue and Harbour Way West (signalized)
11. SR 922/96th Street and 500 Block Bal Harbour Shops (signalized)
12. SR 922/96th Street and Byron Avenue (signalized) including westbound unsignalized u-turn

We also recommend collecting turning movement counts and 72-hour approach traffic count at the following intersections as these are part of the corridor and account for southbound traffic on the one-way pair of Harding Avenue as only one-way northbound traffic on Collins Avenue was captured in the original scope and complete the roadway network:

1. State Road A1A/Harding Avenue Southbound and SR 922/96th Street (signalized)
2. State Road A1A/Harding Avenue Southbound and 95th Street (signalized)
3. State Road A1A/Harding Avenue Southbound and 94th Street (signalized)
4. State Road A1A/Harding Avenue Southbound and 93rd Street (signalized)
5. State Road A1A/Harding Avenue Southbound and 90th Street (unsignalized)
6. The northbound mid-block crosswalk, u-turn, and traffic from 9701 Collins Avenue and Bal Harbour Shops
7. State Road A1A/Collins Avenue mid-block crosswalk between 9800 Block and Palace driveway
8. State Road A1A/Collins Avenue and Palace at Bal Harbour Driveway (unsignalized)
9. SR 922/96th Street and Bal Bay Drive (unsignalized)

Intersection turning movement count and 72-hour approach counts will be collected in 15-minute intervals. Based upon our experience in the area, traffic count data should only be collected during the school calendar year as traffic volumes, especially in the morning peak period are impact by school operations. Therefore, it will be important to coordinate with applicants to ensure that data is collected prior to the end of the school year and on days when school is in-session to avoid unnecessary delays in completing the traffic impact study.

Once the data collection dates are confirmed, Kimley-Horn will obtain the applicable Florida Department of Transportation (FDOT) traffic volume adjustment factors. Two (2) factors are provided by FDOT: Seasonal Factor (SF) and the Peak Season Conversion Factor (PSCF). The SF adjusts traffic volumes to reflect average conditions while the PSCF adjust volumes to reflect peak season. We recommend using the PSCF to provide for a more conservative analysis of the transportation network.

Unserved demand or latent demand will be documented as part of the data collection effort. Unserved demand or latent demand occurs when an intersection or roadway segment is operating over-capacity and the vehicles counted do not represent total demand. If unserved demand is not collected, then analysis results may incorrectly show less congestion than actually occurs in the field.

Existing signal phasing and timing patterns will be obtained from Miami-Dade County Department of Transportation and Public Works - Traffic Signals and Signs Division for the signalized intersections required to be evaluated in this analysis.

Field observations will be performed along SR A1A/Collins Avenue between Haulover Inlet Bridge and SR 922/96th Street and SR 922/96th Street between Bal Bay Drive and SR A1A/Collins Avenue. The field observations will qualitatively examine general operating conditions in the study area including lane utilization, queue lengths, and pedestrian activity/crossings. A review of existing pavement markings and signing will be performed to identify opportunities to improve operations at the study intersections. Digital photos of existing conditions will be taken for the study area to provide a visual record, particularly of operational and geometric deficiencies. Field observations will be conducted for peak periods identified as part of Task 2A.

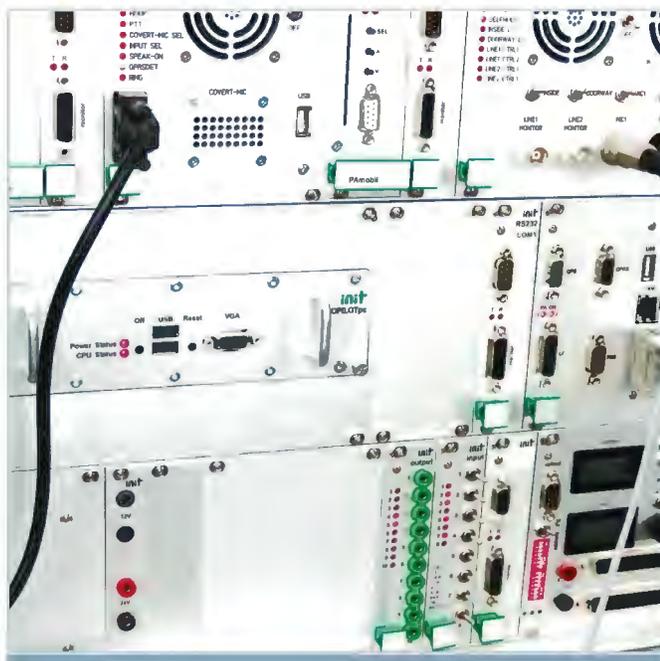
Task 2D: Development and Implement Initial Signal Timing Plans

Our Transportation Systems Management and Operations (TSM&O) specialists offer expertise that is unparalleled anywhere in the industry. In addition to comprehensive master planning for traffic signalization, our engineers have designed numerous plans to standardize traffic control systems and provide comprehensive systems communications. Advanced traffic management projects include citywide signal system designs, transportation control centers, electronic toll facilities and revenue control systems, and innovative transit and public transportation systems. Each of our systems is designed not only to address current needs, but also to accommodate future growth and advances in technology.

Optimized signal timing plans will be prepared for the following scenarios:

- a. Weekday AM rush hour
- b. Weekday PM rush hour
- c. Weekend peak period
- d. Weekend special event
- e. Holiday season peak period

Optimized signal timing plans for the weekday AM, PM, and weekend peak period consistent with the Village's goals will be based on intersection capacity analyses prepared as part of Task 4. Traffic "flush" patterns will be developed which allow quick responses to congestion build-up associated with special events. These patterns were proven immensely effective in the support Kimley-Horn provided at both the Atlanta and Miami Superbowl's. An additional timing plan will be prepared for the holiday season peak period. The time of day for the special event and holiday season timing plans will be coordinated with the Village and stakeholders. Additionally, travel time runs along Collins Avenue and time-space analysis to evaluate and improve signal progression along the study corridors could be prepared at the Village's direction.



Signal timing parameters including updated cycle lengths, offsets, and splits inputs into the County's advanced traffic management system (ATMS) Kimley-Horn Integrated Transportation System (KITS) central software database will be coordinated with Miami-Dade County Department of Transportation and Public Works Traffic Signals and Signs Division. Note that KITS central software is a Kimley-Horn proprietary software that we developed, maintain, and update. No other consultant is as familiar with the software as we are. Updated signal timing parameters will be input for the signalized study area intersections for the timing plan plans specified above. It is important to understand that not all the study area signals operate on KITS software, several of the controllers operate on Tactics software as they are Yunex controllers rather than McCain controllers that use KITS. A table below provides a summary of the signals that operate on KITS and Tactics software.

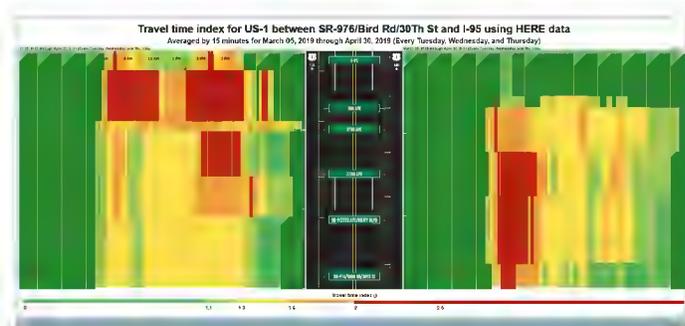
KITS Operated Signals	Tactics Operated Signals
State Road A1A/Collins Avenue Northbound and 90th Street (signalized), Asset 4231	State Road A1A/Collins Avenue Northbound and SR 922/96th Street (signalized), Asset 3005
State Road A1A/Collins Avenue/Bal Harbour Blvd and 9700 Block Bal Harbour Shops (signalized), Asset 3548, McCain	State Road A1A/Collins Avenue Northbound and 95th Street (signalized), Asset 3319
State Road A1A/Collins Avenue/Bal Harbour Blvd and 9800 Block/Bal Harbour Shops (signalized), Asset 7809, McCain	State Road A1A/Collins Avenue Northbound and 94th Street (signalized), Asset 2912
State Road A1A/Collins Avenue and Harbour Way East (signalized), Asset 3629, McCain	State Road A1A/Collins Avenue Northbound and 93rd Street (signalized), Asset 2911
State Road A1A/Collins Avenue and Harbour Way West (signalized), Asset 3629, McCain	State Road A1A/Harding Avenue Southbound and 95th Street (signalized), Asset 2918
SR 922/96th Street and 500 Block Bal Harbour Shops (signalized), Asset 4344, McCain	State Road A1A/Harding Avenue Southbound and 94th Street (signalized), Asset 2917
SR 922/96th Street and Byron Avenue (signalized) including westbound unsignalized u-turn, Asset 3648, McCain	State Road A1A/Harding Avenue Southbound and 93rd Street (signalized), Asset 3185
State Road A1A/Harding Avenue Southbound and SR 922/96th Street (signalized), Asset 2919, McCain	

Kimley-Horn will implement/deploy previously calculated updated signal timings at the signalized study area intersections. The updated signal timings will be downloaded to all study area signal controllers from KITS Scratch Pad or the controller’s input database for Tactics operated controllers.

Kimley-Horn will conduct field reviews at the signalized study area intersections to fine-tune the implemented/ deployed signal timings with the goal of optimizing/maintaining existing vehicle corridor progression. Field reviews will be conducted during a consecutive three (3) hour period during each Timing Plan. Signal timings will be adjusted a maximum of three (3) times based on the field reviews.

If needed, Kimley-Horn will meet with County staff to discuss the recommendations. The cycle length modifications will be refined based on Miami-Dade County Department of Transportation and Public Works – Traffic Signals and Signs division staff comments.

Kimley-Horn will utilize the performance measures tools contained in the Regional Integrated Transportation Information System (RITIS) and KITS to evaluate vehicular traffic conditions before and after implementation of the updated signal timings including average vehicle travel times and average vehicle speed. Additionally, metrics consisting of average pedestrian wait time and average pedestrian crossing time, can be evaluated as necessary will be provided to evaluate pedestrian conditions before and after implementation of the updated signal timings.



RITIS Scans allow for a quick determination of bottleneck and congestion areas.

Task 3: Crash Data Analysis

Crash datasets from University of Florida's Signal Four Analytics online software will be coordinated with FDOT and the Village as FDOT approval is required to download the crash data. Crash data will be downloaded for most recent previous five (5) years (2022-2021 and 2019-2017) for SR A1A/Collins Avenue between Haulover Inlet Bridge and SR 922/96th Street. The crash datasets will include crashes occurring within the corridor intersections' influence area considered to be 250 feet along intersecting roadways.

We will review the crash reports from the Signal Four Analytics database to confirm that the following values are correctly entered: form type, first harmful event, vehicle direction of travel, and crash location. Crash summary tables for crash type, contributing cause, time of day, lighting condition, surface condition, weather condition, crash severity, alcohol/drug involvement. The crash summary tables will include the number and type of crashes, identification of high crash locations, number of fatalities and injuries, and estimates of property damage and economic loss. A geographic information system (GIS) based maps to identify approximate



locations of the crashes as well as the general type of crash (pedestrians, bicycle, rear-end, side-swipe, head-on, etc.) will be prepared. The maps will include a heat map of crashes. Kimley-Horn will perform desktop-based review of the subject locations to qualitative assess existing safety and operations providing a baseline of the existing conditions. It is not expected that collision diagrams will be prepared. If collision diagrams are required, they will be prepared as an additional service.

Crash Modification Factors (CMF) from the U.S. Department of Transportation (DOT) Federal Highway Administration's (FHWA) CMF Clearinghouse webpage will be reviewed to determine if any CMF treatments can be applied to the subject corridors. CMFs will be determined for the study corridor based on the crash data analysis conducted as part of this task.

Task 4: Existing Conditions Traffic Analysis

Existing operating conditions (LOS, delay, queuing) will be determined at study area intersections, during the AM and PM peak hours, consistent with the methodologies contained in the Transportation Research Board's (TRB) Highway Capacity Manual (HCM) 7th/6th Editions/2000 Editions. The operational analysis will be used to identify operational deficiencies along the study corridor. The operational analysis will include identifying conflicts between pedestrians, bicycles, and vehicles at intersections. The operational analysis will utilize the Trafficware's Synchro 11 and/or 12 software. Note that the software provides multiple level of service (LOS) results based upon different methodologies. The appropriate results should be based upon the Transportation Research Board's (TRB) Highway Capacity Manual (HCM) methodologies only as HCM results are consistent with federal guidelines. Furthermore, Synchro 11/12 provides numerous adjustments and input factors that can impact the results. Our approach will limit those adjustments to only factors where (a) we have actual data verifying the adjustment factor or (b) they more realistically model driver behavior/tendencies in South Florida. These factors may include:

- Peak Hour Factor
- Lane utilization
- Approach geometry
- Turn lane lengths
- Right-turn channelization type
- Right-turn on red
- Central Business District Factor (reduces saturation flow)
- Pedestrian crossing volumes
- Conflicting pedestrian volumes
- Conflicting bicycle volumes
- On-street parking lanes
- Bus blockage/frequency of buses
- Heavy vehicle percentages
- Critical and follow-up headways at unsignalized intersections
- Signal Timings
 - Pedestrian signal calls
 - Recall Mode
 - Minimum Initial
 - Yellow Time
 - All Red Time
 - Ped Walk Time
 - Ped Don't Walk Time
 - Vehicle Extension/Minimum Gap
 - Maximum Split
 - Offset
 - Platoon Ratio for coordinated approaches

PEAK HOUR FACTOR

This factor is used to convert the hourly volume into the rate representing the busiest 15 minutes of the hour.

LANE UTILIZATION FACTOR

This factor assigns specific lane group traffic volumes to each travel lane based on field observations.

APPROACH GEOMETRY

The specific intersection laneage will be coded into the Synchro transportation analysis model.

TURN LANE LENGTHS

Specific turn lane lengths and tapers will also be coded into the Synchro transportation analysis model. These will be used in the queue length analysis to determine if the 95th percentile queues exceed the turn lane length and need to be improved.

RIGHT-TURN CHANNELIZATION TYPE

This factor inputs the type of right-turn treatment specific to an approach. It is modeled as signalized, free-flow, stop-controlled, yield-controlled or none for right-turns that are not channelized.

RIGHT-TURN ON RED

This is specific to whether right-turn on red is allowed at a specific intersection approach. Actual right-turn on red data will be collected as part of Task 2.

CENTRAL BUSINESS DISTRICT SATURATION FLOW FACTOR

The ideal saturation flow rate per lane is 1,900 vehicles/hour/lane per the HCM. In central business district (CBD) areas, the ideal saturation flow rate is reduced to approximately 1,700 vehicles/hour/lane to account for parking maneuvers, narrow street rights-of-way, reduced radii for turns, higher pedestrian activity, dense population, vehicle blockage/loading areas, taxi and bus activity, and midblock driveway connections.

PEDESTRIAN CROSSING VOLUMES/PEDESTRIAN CALLS

The pedestrian crossing volumes/pedestrian calls can impact the vehicle level of service of an intersection. This input accounts for pedestrians pushing the crosswalk button and the resulting impact on fully actuated signal-controlled intersections. There is no impact on intersections with pre-timed signals.

PEDESTRIAN TURNING CONFLICTS

Pedestrian turning conflicts account for the impact of pedestrians in the crosswalk during the walk phase that conflict with permitted right-turn and left-turn movements. The number of conflicting pedestrians reduces the ideal saturation flow rate for right-turn and left-turn movements.

BICYCLE CONFLICTS

Bicycle conflicts account for the impact of through traveling bicycles on right-turning vehicles. The number of conflicting bicycles reduces the ideal saturation flow rate for right-turn movements. Conflicting bicycles are not input for left-turn movements, since it is assumed, bicycles will clear the intersection during the queue clearance time for vehicles.

ON-STREET PARKING LANES

Accounting for on-street parking lanes provides additional refined analysis of determining actual operating conditions beyond the CBD saturation ideal flow rate adjustment. Parking maneuvers in and out of on-street parking spaces reduces the saturation flow rate of the adjacent travel lanes.

BUS BLOCKAGES

Bus blockages account for the impact of bus stops located on the near side (before) of intersections on travel lanes. The number of bus blockages per hour reduces the ideal saturation flow rate for through and right-turn movements.

Kimley-Horn will summarize the following performance measures for each the A.M. and P.M. peak hours for existing conditions:

- **Signalized intersections** – Intersection and approach LOS, intersection, and approach delay, and 95th percent queue lengths for dedicated turn lanes. Special attention will be provided to 95th percent queues as these are often overlooked and not considered in a traffic operations analysis and can impact overall traffic flow/operations and access to private properties.
- **Roadway Segment (SR A1A/Collins Avenue)** – LOS, delay, and travel time (based on Synchro results).

HEAVY VEHICLE PERCENTAGES

The typical heavy vehicle (truck) default value is 3 percent (3.0%), based on the TRB's HCM 6th Edition. To develop a more accurate operational model, measured heavy vehicle percentages can be applied to study intersections and corridors.

CRITICAL AND FOLLOW-UP HEADWAYS AT UNSIGNALIZED INTERSECTIONS

This factor is critical to determining two-way stop control LOS as it is the gap acceptance in seconds that a driver decides is a safe headway to perform their movement.

SIGNAL TIMINGS

There are many inputs into signal timings that are necessary to include in the transportation model to correctly and accurately model intersections including: pedestrian signal calls, recall mode, minimum initial, yellow time, all red time, ped walk time, ped don't walk time, vehicle extension/minimum gap, maximum split, offset, and platoon ratio for coordinated approaches. These factors are obtained from traffic data collection and Signals and Signs Division.

Kimley-Horn will review the analysis to verify if the results reasonably represent the field conditions. Adjustments to input values to achieve a reasonable representation of the field conditions will be documented. We will document input factors used in the analysis such as peak hour factor (PHF), truck percentages, pedestrians, and bicyclists. If intersection capacity deficiencies are identified, strategies may be developed to attain adopted levels of service.

Task 5: Corridor Study Documentation of Findings

Our team takes pride in the quality and thoroughness of our report documentation. The final report will be a compilation of all the tasks completed including meetings/public engagement, data collection, baseline conditions, future year traffic volume forecasting, feasibility review, future operational analysis, and recommendations.

The traffic data collection, field observations, safety analysis, and traffic impact analysis for the project will be documented in a report. The report will include graphics and tabulations, plus text to describe the study procedure, key assumptions, traffic assignment methods, findings, and recommendations. A maximum of ten (10) bound copies and one (1) electronic file of the corridor study will be provided.

Kimley-Horn will prepare a maximum of one (1) round of responses to comments from each agency including, the Village, Traffic Engineering Division, and FDOT that directly relate to analyses performed in accordance with the agreed-upon methodology. The responses may include revising analyses, updating recommendations, and revising the report. Responses to comments beyond the agreed-upon traffic methodology will be considered an additional service.

Task 6: Additional Means and Methods (Optional)

FUTURE CONDITIONS ANALYSIS

It is recommended that the study area intersections be analyzed for a future year condition for peak analysis periods to account for future growth in the area. both the A.M. and P.M. peak hours. Major roadway/intersection improvements should be considered when they address both an existing and future need. Improvements can be developed for short-term, quick implementation, and long-term, funding required projects to solve for the big picture.

Utilizing the existing traffic data collected as part of the project, future traffic volumes will be projected using two (2) sources: Committed development information and future growth rate analyses. A committed development is defined as a project approved by the Village adjacent municipality by not yet constructed or a development project that has been submitted to the City for review prior to the study development. The traffic impact study must account for committed projects in the vicinity where traffic study analysis areas overlap.

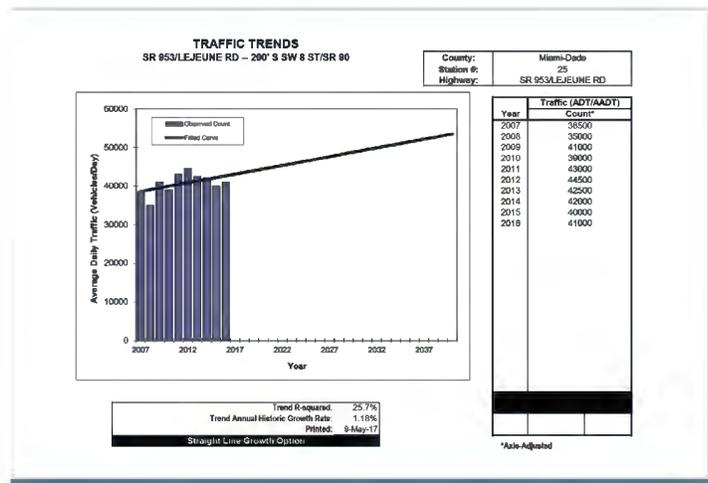
Table 14: Long-Term (2045) Intersection Capacity Analysis

Intersection	Traffic Control	Overall LOS/Delay					
		A.M. Peak Hour (Mid-Day Peak Hour) (P.M. Peak Hour)					
		No-Build	Alternative 1	Alternative 2	Alternative 3	Alternative 4	Alternative 5
SR 5/US-1/Biscayne Boulevard and NE 135 Street	Signalized (2)	F/188.5 sec (E/233%/98.4 sec) (F/192.4 sec)	F/215.5 sec (F/120.1 sec) (F/235.9 sec)	F/188.5 sec (E/233%/98.4 sec) (F/192.4 sec)	F/188.5 sec (E/233%/98.4 sec) (F/192.4 sec)	F/188.5 sec (E/233%/98.4 sec) (F/192.4 sec)	F/188.5 sec (E/233%/98.4 sec) (F/192.4 sec)
SR 5/US-1/Biscayne Boulevard and NE 143 Street	Signalized (1)(3)	E+79%/85.4 sec (D/76.7 sec) (F/184.7 sec)	E/79.7 sec (D/75.4 sec) (F/175.1 sec)	E+93%/111.3 sec (D/69.5 sec) (F/195.3 sec)	E/62.6 sec (D/56.1 sec) (F/179.3 sec)	E+79%/85.4 sec (D/76.7 sec) (F/184.7 sec)	E+79%/85.4 sec (D/76.7 sec) (F/184.7 sec)
SR 5/US-1/Biscayne Boulevard and NE 151 Street	Signalized (1)	F/233.4 sec (F/228.0 sec) (F/275.2 sec)	F/167.7 sec (E+60%/75.0 sec) (F/174.8 sec)	F/187.7 sec (E-30%/120.3 sec) (F/195.8 sec)	F/191.9 sec (E-34%/120.3 sec) (F/195.2 sec)	F/196.8 sec (E-34%/120.3 sec) (F/196.3 sec)	F/212.5 sec (F/212.5 sec) (F/223.2 sec)
NE 151 Street and Sole Mia Way	Signalized (1)	F/180.4 sec (D/97.6 sec) (F/133.0 sec)	F/112.3 sec (C/30.5 sec) (D/44.7 sec)	F/111.8 sec (C/29.7 sec) (D/45.0 sec)	F/150.7 sec (C/31.9 sec) (D/45.2 sec)	F/84.7 sec (E/77.4 sec) (D/42.5 sec)	F/154.5 sec (C/34.1 sec) (D/54.0 sec)
Bay Vista Boulevard and NE 145 Street	Signalized (1)(4)	F/164.7 sec (F/102.0 sec) (F/70.0 sec)	C/24.0 sec (C/33.7 sec) (C/25.3 sec)	C/28.8 sec (C/26.5 sec) (C/25.1 sec)	D/32.0 sec (E/77.4 sec) (D/49.5 sec)	C/32.0 sec (E/77.4 sec) (D/49.5 sec)	C/32.0 sec (E/77.4 sec) (D/49.5 sec)
SR 5/US-1/Biscayne Boulevard and SR 826/NE 163 Street	Signalized (1)	F/230.6 sec (F/151.7 sec) (F/261.2 sec)	F/230.6 sec (F/151.7 sec) (F/261.2 sec)	F/230.6 sec (F/151.7 sec) (F/261.2 sec)	F/230.6 sec (F/151.7 sec) (F/261.2 sec)	F/230.6 sec (F/151.7 sec) (F/261.2 sec)	F/179.6 sec (F/134.8 sec) (F/219.5 sec)
SR 826/NE 163 Street and NE 34 Avenue	Signalized (1)(5)	(B/17.9 sec) (C/24.6 sec)	(B/17.9 sec) (C/24.6 sec)	(B/17.9 sec) (C/24.6 sec)	(B/17.9 sec) (C/24.6 sec)	(B/17.9 sec) (C/24.6 sec)	C/32.1 sec (C/22.3 sec) (F/82.5 sec)
NE 145 Street and Sole Mia Way	Signalized (1)	(0)	(0)	(0)	(0)	(0)	(0)
Sole Mia Way and Laguna Circle	Signalized (1)	(0)	(0)	(0)	A/3.2 sec (A/4.5 sec) (A/4.8 sec)	(0)	(0)
Bay Vista Boulevard and Laguna Circle	One-Way Stop Control (5)	(0)	(0)	(0)	E/39.1 sec (B/14.8 sec) (C/16.5 sec)	(0)	(0)
Bay Vista Boulevard and NE 151 Street	One-Way Stop Control (5)	(0)	(0)	(0)	(0)	(0)	D/25.3 sec (C/17.3 sec) (C/16.2 sec)
NE 34 Avenue and NE 151 Street	One-Way Stop Control (5)	(0)	(0)	(0)	(0)	(0)	B/10.2 sec (B/10.7 sec) (B/11.1 sec)
Network-Wide Average Vehicle Control Delay		145 sec (95 sec) (172 sec)	130 sec (78 sec) (157 sec)	127 sec (76 sec) (149 sec)	124 sec (73 sec) (143 sec)	129 sec (78 sec) (155 sec)	121 sec (74 sec) (149 sec)

Notes: (1) Signal timing was optimized (2) Intersection cannot be analyzed in HCM 6th Edition. Therefore, HCM 2000 was used (3) Intersection operates as All-Way Stop Controlled under No-Build conditions (4) Intersection not included as part of alternative (5) Overall Intersection LOS is not defined as intersection operates under stop-controlled conditions. The denoted LOS is the stop-control approach
Green text indicates the intersection delay improves compared to No-Build conditions
Orange text indicates the intersection delay worsens less than 10% compared to No-Build conditions
Red text indicates the intersection delay worsens more than 10% compared to No-Build conditions

Additionally, the general growth in traffic volumes within the region must be accounted for in the study. Kimley-Horn will perform an extensive growth trend analysis using both of FDOT historical traffic data and model volume forecasts obtained from the Southeast Florida Regional Planning Model (SERPM) maintained by FDOT for the Miami-Dade Transportation Planning Organization (TPO). Kimley-Horn will use FDOT Traffic Trends Analysis software to identify the most appropriate growth through regressions analysis for the best fit curve.

Future traffic projections will be developed for the proposed future year. Kimley-Horn will coordinate with the Village to determine the appropriate horizon year as part of the study parameters/ methodology phase.



Traffic growth analyses will be conducted account both for historical volumes and model traffic projections.

PUBLIC MEETINGS/OUTREACH

Our senior and mid-level professionals have extensive experience in public speaking at community meetings as well as public meetings with appointed or elected officials. We have represented both public and private sector clients at public workshops, planning and zoning board, and commission meetings at all the municipalities in Miami-Dade County including the City of Miami.

Our approach to public meetings and presentation is that of simplification. It is important to present the technical information in manner that is easy for the public and elected officials to understand. Relating the results/conditions to situations that a non-technical person experiences in their everyday commute is often the best way to present the results of the traffic impact study.



The Kimley-Horn team has extensive experience presenting at public meetings.

In addition to conventional meeting settings, many other innovative techniques are available to obtain input from the public and key stakeholders including online survey/polling platforms such as sli.do® or Typeform®, build-a-street tools such as Streetmix®, and Wikimapping® - an interactive platform with mapping. We successfully use these tools for numerous public agencies in South Florida. Other interaction options also 'pop up' meetings where mobile information stations are placed throughout Bal Harbour Village to obtain input from the public that often cannot attend typical public information meetings.

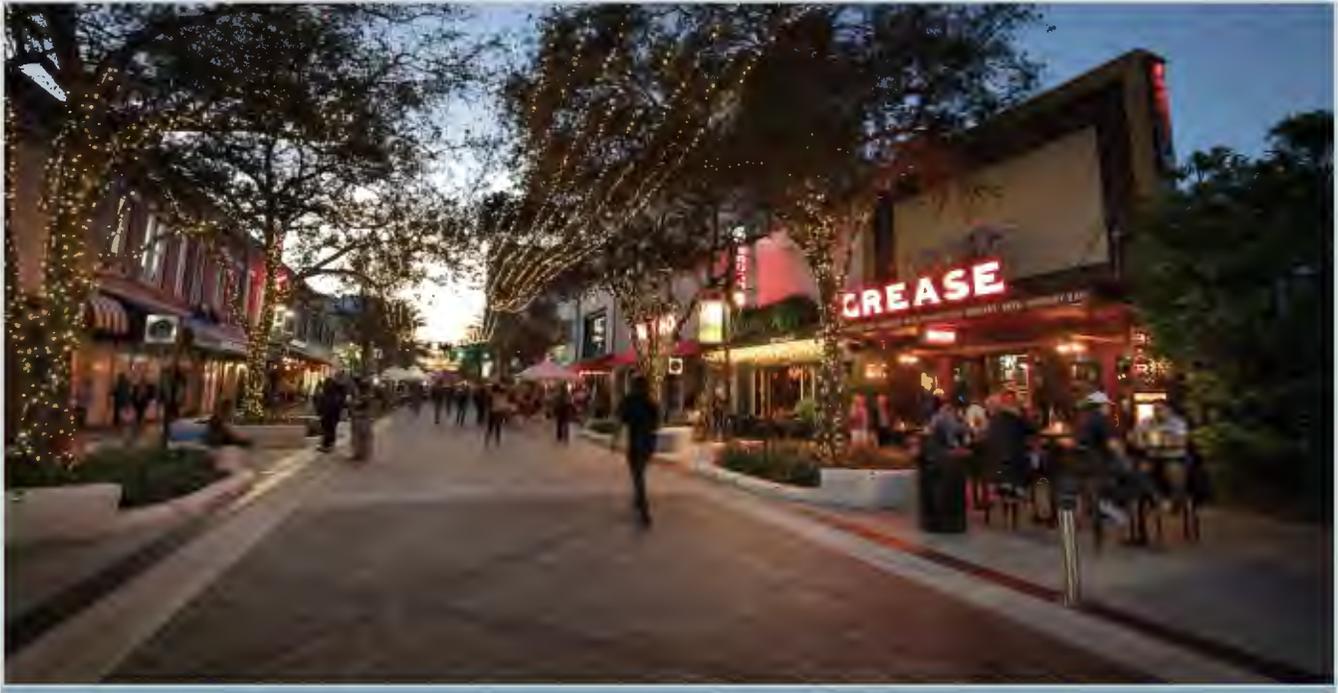
INTERSECTION DESIGN

A roadway intersection is a critical building block in your transportation infrastructure. The efficiency of intersection operation maximizes the efficiency of the entire roadway system. Unfortunately, as travel patterns change and grow, intersections need to be re-tuned to provide long-term safe operation. To design a new intersection or to re-tune an existing intersection, the elements of an intersection, both individually and collectively, must be understood. Every intersection has a unique combination of elements – roadway layout, signal equipment, mix and volume of vehicles, pedestrians, and bicycles. As a result, every intersection requires a careful study prior to designing the various intersection design elements to produce a safe and efficient intersection. Good design also allows the intersection, when signalized, to adjust timing automatically to changes in traffic volumes and travel patterns. Kimley-Horn has a clear understanding of regional and local intersection planning and design.



STREETScape DESIGN

Our success in streetscape master planning, design, and construction observation results from a finely tuned balance between landscape architecture, roadway design, and civil engineering. Our goal is to respond to the unique needs of each project. The firm's experience with major streetscape projects through Florida including Las Olas Boulevard in Fort Lauderdale is a testament to our ability to seamlessly merge the myriad aspects of major infrastructure improvements to achieve community goals. Our expertise in providing a broad range of services (design, utilities, permitting, etc.) helps ensure the successful implementation of the client's vision while solving the specific engineering challenges that each project entails.



TRAFFIC CONTROL WARRANT ANALYSES

Understanding your traffic control options is critical in defining and creating safer, more efficient, and politically acceptable traffic control improvements on the transportation network. From way-finding signage to pedestrian features to intersection stop controls to roundabouts or traffic signalization, Kimley-Horn provides you with a comprehensive understanding of your options. Our diverse skills and experts in the traffic engineering profession provide you with unparalleled experience to determine the appropriate use of traffic control devices. Kimley-Horn also has a superior understanding of the manuals and references that are the basis for the use of traffic control devices.



PARKING PLANNING AND DESIGN

Kimley-Horn treats parking as an integral part of your downtown development needs. Our parking specialist are part of a team of engineers and planners that addresses the full range of land use and transportation issues. We tailor solutions to meet your needs today while laying groundwork for any anticipated growth. Our services include feasibility studies; parking plans for business districts; neighborhood districts; airports, universities, hospitals, arenas, and special events; design of surface lots; parking deck design; security systems; revenue collection and control systems; revenue projections and creative financing strategies; and rehabilitation plans and failure analysis of decks. Our staff has designed surface lots that blend into historic surroundings and award-winning parking decks integrated with transit stops, retail businesses, and municipal offices. We have helped clients save money by better utilizing existing facilities and have developed leading-edge technical solutions for revenue collection and control. Where parking issues have become community concerns, we have successfully brought competing interest to agreement.

CURBSIDE MANAGEMENT

Kimley-Horn is aware of the of how roadway curbsides have been transformed due to ever changing technology and typical signage-reliant curbside management methods are being antiquated as they are manual, time-consuming processes, and policies and rates are often generalized and fixed. The proliferation of technology beacons the need to provide a more dynamic approach to curbside management. High demand areas create a constant push and pull for curbside access. One location in each day might need to be used for various uses including public transportation, freight deliveries, on-street parking of cars and scooters, and used by bicyclists and pedestrians. We have the local experience to be a true partner for the Village in developing a viable curbside management strategy through our work with the City of Miami on their Travel Lanes for Off-Peak Parking Study which examined converting travel lanes to on-street parking in off-peak times where multiple travel lanes are provided and the City's NW 29th Street Roadway Enhancements which examined time-of-day on-street parking. We also assisted the Miami-Dade Transportation Planning Organization for their Impact of PortMiami Tunnel on Downtown Traffic Congestion that examined variable time loading zones in downtown Miami.



e. Recent, Current, and Projected Workload

In relation to the availability of local resources to serve this contract for Bal Harbour Village, we've chosen the following engineers and professionals based on their Recent, Current and Future Workloads at this time and as shown through our Castaheads proprietary software.

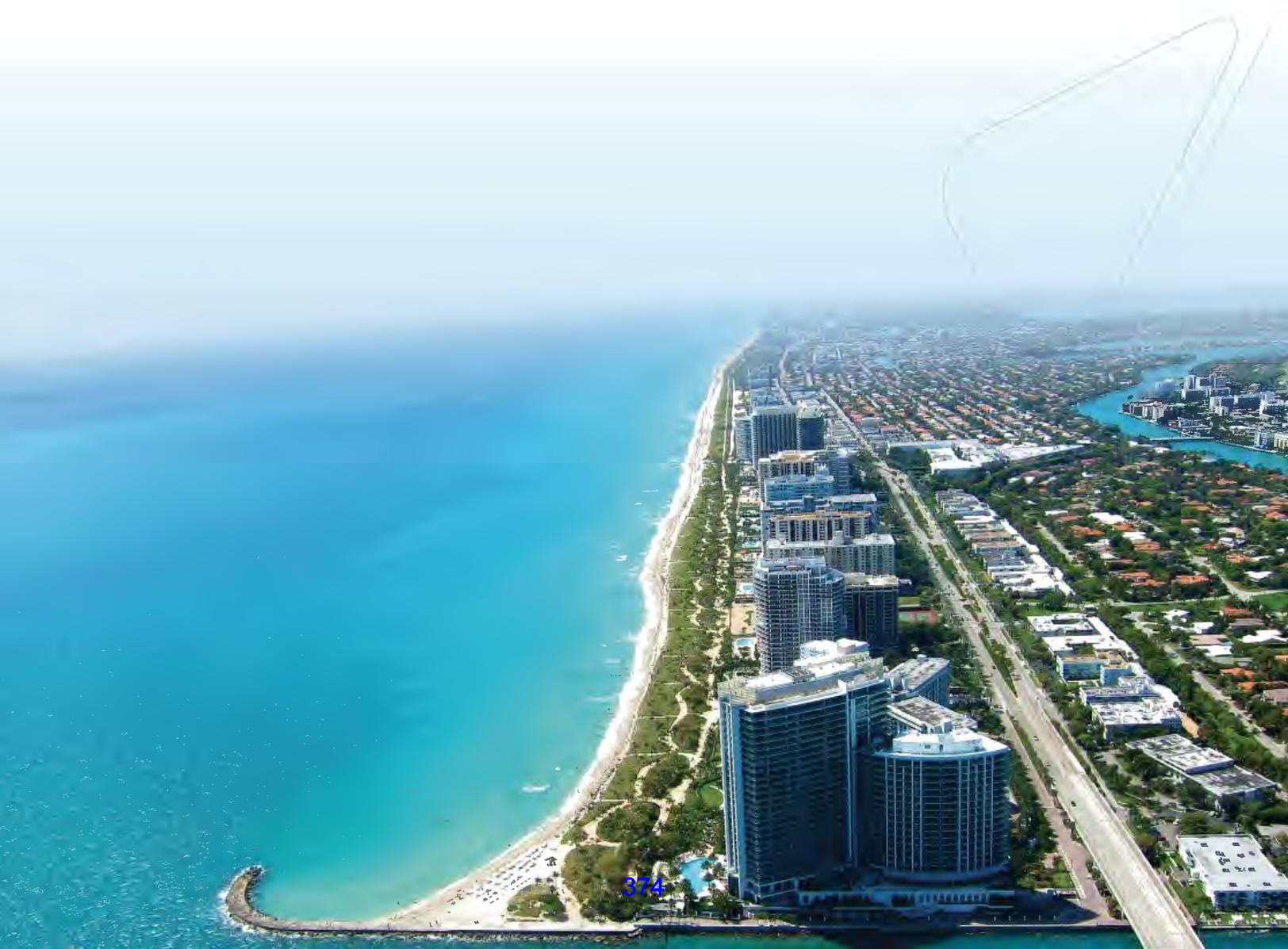
Name	Role	Recent/ Current Workload	Projected Workload
Adrian Dabkowski, P.E., PTOE	Project Manager , Traffic Operations Analysis, Complete Streets/Multimodal Considerations, Safety Evaluation	75%	35%
John McWilliams, P.E.	Principal-in-Charge , Traffic Operations Analysis	85%	65%
Cory Dorman P.E., PTOE, IMSA II	Deputy Project Manager , Traffic Operations Analysis, Signal Timings/Intelligent Transportation Systems, Traffic Data Collection	75%	45%
Ian Rairden, P.E.	Quality Assurance/Quality Control	75%	45%
Stewart Robertson, P.E.	Complete Streets/Multimodal Considerations	75%	35%
John Lafferty	Complete Streets/Multimodal Considerations	75%	35%
Eli Perez, P.E., PTOE, IMSA II	Alternatives/Roadway Design Feasibility, Signal Timings/Intelligent Transportation Systems	55%	25%
Gabriela Ramirez, P.E.	Complete Streets/Multimodal Considerations, Alternatives/Roadway Design Feasibility	65%	45%
Leonte Almonte, P.E.	Alternatives/Roadway Design Feasibility	75%	45%
Ravi Wijesundera, P.E., RSP1	Safety Evaluation	65%	35%
Jill Capelli, P.E.	Signal Timings/Intelligent Transportation Systems	75%	
George Puig, PLA, ASLA	Complete Streets/Multimodal Considerations	75%	55%
Yue Liu, P.E., PTOE	Signal Timings/Intelligent Transportation Systems	65%	35%
Brandon Fleming	Signal Timings/Intelligent Transportation Systems	55%	45%
Raquel Selanikio, E.I.	Traffic Operations Analysis, Traffic Data Collection	35%	15%
Ariel Centurion, E.I.	Traffic Operations Analysis, Safety Evaluation	35%	15%
Victoria Rodriguez, E.I.	Traffic Operations Analysis	35%	15%
John Greist	Traffic Data Collection (NDS)	As Needed	As Needed
Diana Leon	Traffic Data Collection (NDS)	As Needed	As Needed

f. Quality of References

Kimley-Horn is extremely proud of the relationships we develop with our clients and feel that their view of our work is the highest measure of our services. In Tab's 7 and 8 below we have shared client references that represent a variety of transportation clients we serve. Our project manager, **Adrian Dabkowski, P.E., PTOE**, and our senior project team have or are currently working with these clients, and we invite you to contact them about the quality services we provide to them.



5 | Questionnaire



FORM 1

QUESTIONNAIRE

Firm Name: Kimley-Horn and Associates, Inc.

Firm Address: 2 Alhambra Plaza, Suite 500, Coral Gables, FL 33134

Firm Contact Information: 305.673.2025 Office; 954.535.5144 Project Manager, Direct

Firm Representative (name and title): Adrian Dabkowski, P.E., PTOE, Project Manager

Representative Contact Information: 954.535.5144; adrian.dabkowski@kimley-horn.com

Firm Type (circle one): Individual Partnership **Corporation**

If Corporation:

Date and Place of Incorporation: Raleigh, NC

If Foreign Corporation: N/A

Date of Registration with Florida Secretary of State:

April 24th, 1968

Name of Resident Agent: Kimley-Horn and Associates, Inc. Richard N. Cook, Senior Vice President, Secretary

Address of Resident Agent: 421 Fayetteville Street, Suite 600, Raleigh, NC 27601

President: Steven E. Lefton, CEO, President

Vice President: Tammy L. Flanagan, CFO, Senior Vice President

Treasurer: David L. McEntee, Vice President, Treasurer, Assistant Secretary

Board of Directors: Barry L. Barber, Chairman, Stephen W. Blakley, Jr., Senior Vice President, Scott W. Colvin, Senior Vice President, William E. Dvorak, Jr., Senior Vice President, Tammy L. Flanagan, Senior Vice President, Ashley M. Fryinger, Senior Vice President, Brian A. Good, Senior Vice President, Jennifer L. Harry, Senior Vice President, Joseph D.

Partnership: N/A Kaltsas, Senior Vice President, Steven E. Lefton, CEO, President, Brent H. Mutti, Senior Vice President, Aaron W. Nathan, Senior Vice President, Kevin M. Schanen, Senior Vice President

Date and Place of Organization _____

Partners: _____

On a separate sheet of paper, please provide answers to the following questions:

1. Number of years of relevant experience.
2. Please list the names, titles, responsibilities, qualifications and certifications for all staff members, employees, volunteers and/or subcontractors of Proposer that would be involved in the provision of Services.
3. Provide an organizational chart for the Proposer firm.
4. Describe Proposer's qualifications and experience in the provision of street sweeper services.
5. Have any agreements held by Proposer for a project ever been canceled or terminated?
6. Has Proposer or any of its principals failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract or declared to be in default in any contract in the last five years?
7. Has Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
8. Has Proposer or any of its principals or employees been convicted in federal, state, county or municipal court for a violation of law other than a traffic violation?
9. Is the Proposer a party to any pending litigation?
10. Has the Proposer been a party to any lawsuit filed within the last 10 years?
11. Please list any person involved in this Proposal that is not listed above.
12. Please list potential, actual or perceived conflicts of interest in connection with this solicitation.
13. Has Proposer been involved in any discussions regarding a merger or acquisition of its firm, partnership with another firm or a transfer or assignment of its contracts, assets and/or liabilities?

Proposer hereby acknowledges that the information contained in this Questionnaire will be relied upon by the VILLAGE in awarding this solicitation, and such information is warranted by Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to acceptance of any Proposal relating to the qualifications of Proposer, as may be required by the VILLAGE. Proposer further understands that the information contained in this Questionnaire may be confirmed through background investigation conducted by the VILLAGE. By submitting this Questionnaire, Proposer agrees to cooperate with said investigation, including but not limited to fingerprinting and providing information for a credit check.

WITNESS:

IF INDIVIDUAL

Signature

Signature

Print Name

Print Name

WITNESS:

IF PARTNERSHIP:

Signature

Print Name of Firm

Print Name

Address

By: _____
General Partner

Print Name

WITNESS:

IF CORPORATION:
Kimley-Horn and Associates, In.c

Signature 

Print Name of Firm

Print Name

2 Alhambra Plaza, Suite 500, Coral Gables, FL 33134

Address

By:  _____
Vice President

(CORPORATE SEAL)
Attest: _____

John McWilliams, P.E., Principal- in-Charge

Print Name



John McWilliams, P.E. is authorized to sign on behalf of Kimley-Horn and Associates, Inc. See the attached Certificate of Authority.

Kimley»Horn

Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 15, 2022 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented."
(Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated:



Richard N. Cook, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
 December 15, 2022

The following individuals have authority to sign both standard and non-standard agreements directly related to serving clients ("Project Agreements"). Project Agreements include client contracts, subcontracts, project-specific vendor agreements, IPO's, contract amendments, non-disclosure agreements, teaming agreements, project-specific equipment and facility rental agreements for specific projects, and certifications related to proposals. This document does not grant authorization to sign other types of contracts or legal documents not directly related to client service such as office leases, software purchase or license agreements, tax returns, purchase agreements for supplies, or agreements to procure accounting, legal, recruiting, or similar services.

ATLANTIC

BALTIMORE CITY
 Falk, Katherine W.
 Kraft, Jonathan H.

BALTIMORE COUNTY
 Leffner, Nicholas J.
 Hutton, Heather

BOSTON
 Keegan, Katherine A.

HARRISBURG
 Bankert, Larry I.
 McGinley, Steve M.

NEWPORT NEWS
 Collins, Carroll E.

NORTHERN VIRGINIA
 Byrd, Michael N.
 Carter, Erica V.
 Elman, Paul D.

Giffin, Geoffrey D.
 Kauppila, John L.
 Koopman, Jennifer R.
 Lefton, Steven E.

Martin, Robert J.
 Murphy, Erin M.
 Musson, David B.
 Prunty, Robert W.
 Sauro, Thomas J.
 Schrader, Carly N.
 Stevens, Ross S.
 Teague, M. Zach
 Whyte, Richard D.

PHILADELPHIA
 CENTER CITY
 Harmon, Amanda R.
 Hughes, Paul W.

PITTSBURGH
 Beaves, Adele M.

PRINCETON
 Diggan, Tony W.
 Gibson, Adam T.

RICHMOND
 Chance, Maxwell P.
 Heustess, Aaron M.
 Hill, Corey
 Lickliter, Ashley C.

McCray, Danielle R.
 McPeters, Brian A
 Perkins, Ryan R.
 White, Timothy E.

VIRGINIA BEACH

Chambers, Jon S.
 Crum, Katie E.
 Davidson, Scott O.
 Farthing, Andrew P.
 France, William D.
 Holland, Kimberly R.
 Holland, Stephen R.
 Jucksch, Rebecca R.
 Mackey, William F.
 Marscheider, Edward A.
 Mertig, Karl E.
 Miller Edward W.
 Moser, Emily A.
 Niss, Robyn M.
 Royal, Jack R.
 Votava Charles F.
 Williams, Kyle D.

WHITE PLAINS
 Canning, Thomas J.
 Van Hise, Kevin

WHITE PLAINS
 Canning, Thomas J.
 Van Hise, Kevin

CALIFORNIA

LOS ANGELES
 Blume, Robert D.
 Chakravarthy, Srikanth
 Fares, Jean B.
 Kyle, Gregory S
 Phaneuf, Alyssa S.
 Ranta, Shahrzad

OAKLAND
 Akwabi, Kwasi
 Colety, Mike D.
 Dankberg, Adam J.

ORANGE
 Adrian, Darren J.
 Glaze, Jacob S.
 Kerry, Nicole M.
 Matson, Jason B.
 Marechal, Jason A.
 Melchor, Jason J.
 Melvin, M. Pearse
 Phillips, Chad E.

PLEASANTON
 Durrenberger, Randal R.

Johnson, Miles R.
 Mehta, Parag G.
 Mowery, Michael C.
 Sowers, Brian E.

RIVERSIDE
 Cowan, Eugene D.
 Pollock, John A.

SACRAMENTO
 Melvin, Enda
 Pittalwala, Fareed S.
 Tait, Zachary T.
 Weir, Matthew D.

SAN DIEGO
 Barlow, Matthew T.
 Becker, Justin S.
 Harry, Jennifer L.
 Kaltsas, Joseph D.
 Landaal, Dennis J.
 Madsen, Michael P.
 McCormick, Matthew B.
 McWhorter, Samuel L.
 Podegracz, Anthony J.
 Ullery, Megan R.

SAN JOSE
 Hedayat, Leyla
 Meyerhofer, Peter N.
 Venter Frederik J.

CAROLINAS

CHARLESTON
 Guy, Jonathan R.

CHARLOTTE
 Blakley, Jr., Stephen W.
 Edwards, Matthew A.
 Lewis, Ryan T.
 Pattison, Paul G.
 Taylor, Benjamin S.

COLUMBIA
 Iser, Christopher M.

DURHAM DOWNTOWN
 Lewellyn, Earl R.

FORT MILL
 Holcomb, John E.

RALEIGH
 Adams, Richard C.

Barber, Barry L.
 Beck, Chadwick W.
 Brewer, Brian J.
 Cochran, Adam P.
 Cook, Richard N.
 Deans, Neil T.
 Denney, Seth A.
 Keil, Ashley R.
 Flanagan, Tammy L.
 Kuzenski, John
 Meador, Emily H.
 Thompson, Erin K.

FLORIDA

BOCA-DELRAY
 Spruce, Michael D.
 Webber, Jason A.

FORT LAUDERDALE
 Alam, Mudassar M.
 Capelli, Jill A.
 Falce, Christopher T.
 McWilliams, John J.
 Ratay, Gary R.
 Robertson, Stewart E.
 Viola, Stefano F.

FORT MYERS
 Bryant, M. Lewis
 Clark, Kellie R.
 Wicks, Amy N.

GAINESVILLE
 Towne, Christopher

JACKSONVILLE
 Brenny, Martin T.
 Mecca, Joseph P.
 Mullis, Raiford M.
 Roland, George E.
 Shelton, Mark W.

LAKELAND
 Lewis, Jason A.
 Wilson, Mark E.
 White, Wayne E.

MELBOURNE
 Husainy, Kinan F.

MIAMI
 Almonte, Leonte I.
 Baldo, Burt L.
 Buchler, Aaron E.

Collier, Julio A.
 Fernandez, Jorge L.
 Fye, Barton J.

OCALA
 Busche, Richard V.
 Gartner, Amber L.
 Losito, Gene B.

ORLANDO
 Chau, Hao T.
 Lenzen, Brent A.
 Littrell, Lance R.
 Martin, Jonathan A.
 Mingonet, Milton S.
 Stickler, Brooks A.
 Thigpen, Jonathan D.
 Wetherell, Ryan S.

SARASOTA
 Klepper, B. Kelley
 Nadeau, Gary J.
 Pankonin, James R.
 Schmid, Seth E.

ST. PETERSBURG
 Dodge, Dawn M.
 Walker, Jordan W.

TALLAHASSEE
 Barr, Richard R.
 DeVeau, Zachariah A.

TAMPA
 Bulloch, Kelly B.
 Gilner, Scott W.
 Lee, Nathan Q.

VERO BEACH
 Good, Brian A.
 Lawson, Jacob B.
 Roberson, Kevin M.
 Thomas, Melibe S.
 Van Rens, Peter J.

WEST PALM BEACH
 Heggen, Christopher W.
 Lee, Jason R.
 Muffeh, Marwan H.
 Rapp, Bryan T.
 Schanen, Kevin M.
 Schwartz, Michael F.
 Sumislaski, James M.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 15, 2022

Tercilla, Lindsey A.
Walthall, David W.

MID-WEST

CHICAGO DOWNTOWN
Dvorak, Jr., William E.
Lemmon, Peter C.
Marnell, Colleen L.
Morton, Jr., Arthur J.

CHICAGO NORTH SUBURBS
Cooper, Jason C.
Tracy, Eric J.
West, Craig L

CHICAGO WEST SUBURBS
Fandler-Splitt, Rory K.
Heinen, Andrew N.
Kaufman, Phil R.
Walker, Michaela E.
Walker, William A.

COLUMBUS
Muller, Justin M.
Schall, Andrew J.

INDIANAPOLIS
Butz, Jr., William A.
Sheward, Bryan A.

KANSAS CITY
Kist, Matthew D.

NORTHEAST OHIO
Clements, Kevin J.

TWIN CITIES
Bishop, Mark C.
Coyle, Daniel J.
Elegert, Brandon R.
Hume, Robert M.
Leverett, Christopher C.
Matzek, William D.
Schmitz, William J.
Bourdon, Brandon J.
Fosmo, Eric J.
Jensen, Matthew D.
Wall, Lisa M.

TWIN CITIES- WEST
Kuhnau, JoNette L.
Wurdeman, Brian M.

MOUNTAIN

ASPEN
Christensen, Bryce E.

BOISE
McDougald, Brandon D.
Nicholson, Tim P

COLORADO SPRINGS
Gunderson, Eric J.
Heiberger, John R.

DENVER
Andryscik, Kory J.
Colvin, Scott W.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.

Salvagio, Robin
Skeehan, Daniel L.
Sobieski, Dennis
Turner, Meaghan M.
Valentine, Brian W.
Wilhelm, William R.

EVERETT
Reeverts, Canaan H.

LAS VEGAS
Ackeret, Kenneth W.
Ahartz, Shannon R.
Colety, Michael D.
Jones, Christopher R.
Moles, Richard A.
Wolf, Treasea

MESA
Burm, Jason M.
Grandy, Michael L.
Margetts, Sterling T.
Mutti, Brent H.
Walnum, Nathan C.

PHOENIX
Connelly, Alissa J.
Ehrick, Taylor R.
Henderson, Benjamin J.
Hermann, Michael J.
Jupp, Andrew M.
Kimm, Kevin J.
Kissinger, John C.
Leistiko, David J.
Marella, Damon J.
Perillo, Adam C.
Sjogren, Timothy P.
Smalkoski, Brian R.

PORTLAND
Belsick, Jody W.

RENO

Hildebrandt, Timothy H.
Nasset, Brent J.

SALT LAKE CITY
Crowther, Brent C.
Gresham, Teresa R.
Johnson, Zachary A.
O'Brien, Molly M.

SEATTLE
Danielson, Paul B.
Williams, David S.

TUCSON
Payne, Kevin W.
Rhine, Timothy J.

SOUTH

ALPHARETTA
Fanney, Angela L.
Fanney, Lawson H.
Hamilton, James R.
James, Alvin B.
Shearouse, Sarah
Stricklin, David L.
Walker, John D.

ATLANTA
Ergle, Kevin B.
Fink, Kenneth L.
Rushing, Michael L.

ATLANTA MIDTOWN
Bosman, Eric S.
Coleman, Sean H.
Johnston, Sean P.
Ross, Robert A.
Triplett, Katherine R.

BIRMINGHAM
Bailey, Clark B.

MEMPHIS
Danley, Drake E.
Minor, Henry W.
Peregoy, Samuel J.
Peregoy, Jennifer M.

MOBILE
Starling, Charles H.

NASHVILLE
Creasman, Brett R.
Dufour, Zachary J.
Espelet, Leonardo E.
McMaster, Ryan L.
Rhodes, Christopher D.

SAVANNAH
Gwaltney, Jamie N.

TEXAS

AUSTIN NORTH
Boecker, Brian C.
Van Leeuwen, Andrew

AUSTIN SOUTH
Hudson, Harrison M.
Mason, Sean R.

BRYAN/COLLEGE STATION
Lucas, Michael D.

DALLAS
Galloway, Steven D.
Gary, Glenn A.
Hall, James R.
Harris, Mark E.
Hoppers, Kevin P.
Nathan, Aaron W.
Sulkowski, Nicholas E.
Williamson, Sarah T.

FORT WORTH
Arnold, Douglas M.
Arnold, Scott R.
Atkins, John R.
Hill, Bradley J.
James, Jeffery
Webb, Floyd C.

FRISCO
Brignon, Brit A.
Coppin, Thomas G.
McCracken, Paul D.
Dickey, Kyle A.

HOUSTON
Frysiner, Chris V.
Guillory, Michael B.
Rader, Aaron K.
Schmidt, Scott C.

LAS COLINAS
Ante, Louis N.

MCKINNEY
Morales, Hugo

SAN ANTONIO
Farnsworth, Jeffrey A.
Holscher, Nicholas F.

THE WOODLANDS
Freeman, Jr., Steven C.

1. Number of years of relevant experience. **56 years**
2. Please list the names, titles, responsibilities, qualifications and certifications for all staff members, employees, volunteers and/or subcontractors of Proposer that would be involved in the provision of Services. **Resumes with qualifications are included in Tab 6 Curriculum Vitae.**

Name	Role
Adrian Dabkowski, P.E., PTOE	Project Manager , Traffic Operations Analysis, Complete Streets/Multimodal Considerations, Safety Evaluation
John McWilliams, P.E.	Principal-in-Charge , Traffic Operations Analysis
Cory Dorman P.E., PTOE, IMSA II	Deputy Project Manager , Traffic Operations Analysis, Signal Timings/Intelligent Transportation Systems, Traffic Data Collection
Ian Rairden, P.E.	Quality Assurance/Quality Control
Stewart Robertson, P.E.	Complete Streets/Multimodal Considerations
John Lafferty	Complete Streets/Multimodal Considerations
Eli Perez, P.E., PTOE, IMSA II	Alternatives/Roadway Design Feasibility, Signal Timings/Intelligent Transportation Systems
Gabriela Ramirez, P.E.	Complete Streets/Multimodal Considerations, Alternatives/Roadway Design Feasibility
Leonte Almonte, P.E.	Alternatives/Roadway Design Feasibility
Ravi Wijesundera, P.E., RSP1	Safety Evaluation
Jill Capelli, P.E.	Signal Timings/Intelligent Transportation Systems
George Puig, PLA, ASLA	Complete Streets/Multimodal Considerations
Yue Liu, P.E., PTOE	Signal Timings/Intelligent Transportation Systems
Brandon Fleming	Signal Timings/Intelligent Transportation Systems
Raquel Selanikio, E.I.	Traffic Operations Analysis, Traffic Data Collection
Ariel Centurion, E.I.	Traffic Operations Analysis, Safety Evaluation
Victoria Rodriguez, E.I.	Traffic Operations Analysis
John Geist	Traffic Data Collection (NDS)
Diana Leon	Traffic Data Collection (NDS)

3. Provide an organizational chart for the Proposer firm. **Organizational Chart attached below and also shown in Tab 4. b. Experienced Professionals**
4. Describe Proposer’s qualifications and experience in the provision of street sweeper services.

Kimley-Horn is a full-service, employee-owned, multidisciplinary consulting firm offering a broad range of engineering, planning, landscape architecture, and environmental services to clients in both the private and public sectors. Over the years, we have grown from a small group of engineers and planners to one of the most respected consulting firms in the nation—and a recognized leader in public realm design. Today, Kimley-Horn has more than 7,700+ employees in 120+ offices across the United States and Puerto Rico, offering a full range of consulting services to local, regional, national, and international clients.

Our completed qualifications for Traffic and Transportation are included in 4. Minimum Qualifications.

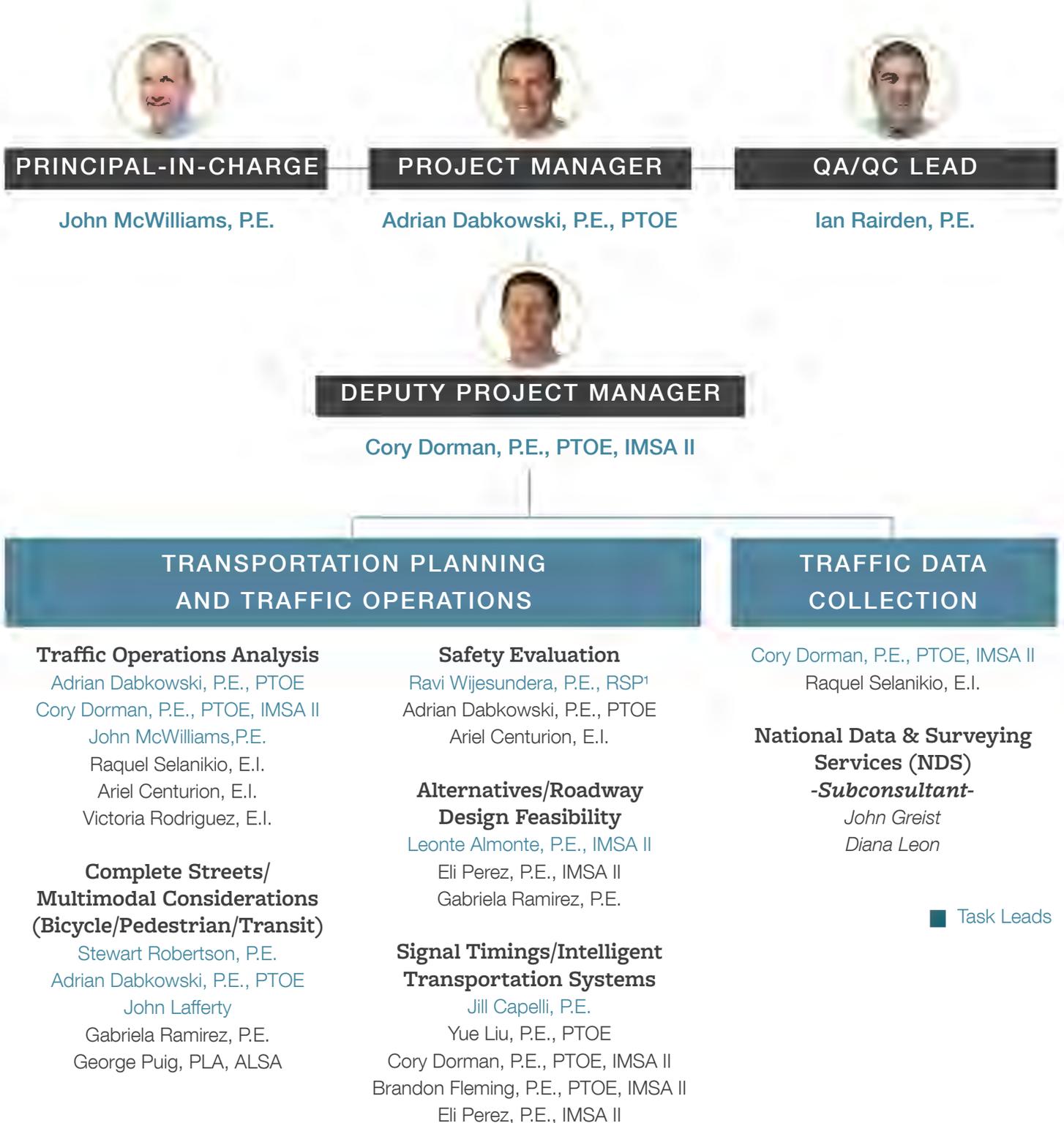
5. Have any agreements held by Proposer for a project ever been canceled or terminated? **No**
6. Has Proposer or any of its principals failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract or declared to be in default in any contract in the last five years? **No**
7. Has Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? **No**
8. Has Proposer or any of its principals or employees been convicted in federal, state, county or municipal court for a violation of law other than a traffic violation? **Although this is not information that we track, to the best of our knowledge no current employees meet this criteria.**
9. Is the Proposer a party to any pending litigation?

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects, we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. In the last ten (10) years, Kimley-Horn has had more than 37,272 active projects in Florida, 43 of which had some form of litigation. Of these cases, 6 were dismissed, 26 were settled, and 11 are pending. This represents 0.1153% of all projects completed by Kimley-Horn in Florida over the past ten years. None of the pending cases, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058

10. Has the Proposer been a party to any lawsuit filed within the last 10 years? **Yes, see answer for question number 9.**
11. Please list any person involved in this Proposal that is not listed above. **N/A**
12. Please list potential, actual, or perceived conflicts of interest in connection with this solicitation. **None**
13. Has Proposer been involved in any discussions regarding a merger or acquisition of its firm, partnership with another firm or a transfer or assignment of its contracts, assets and/or liabilities? **No**

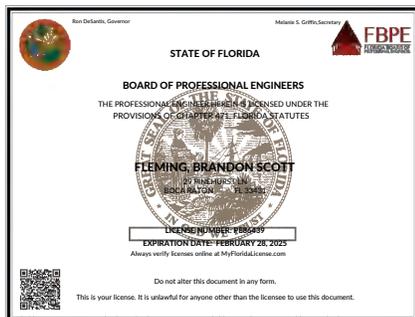
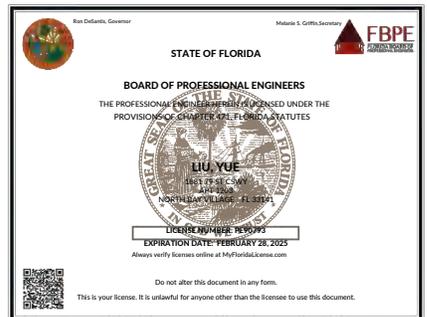
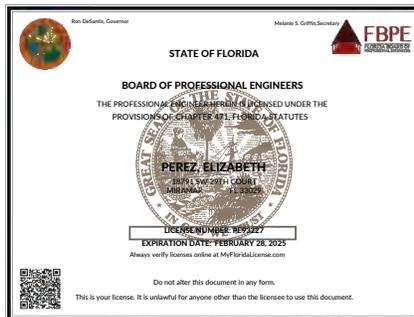
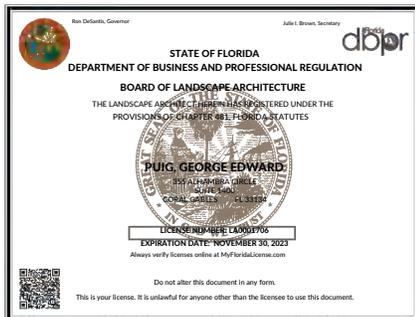
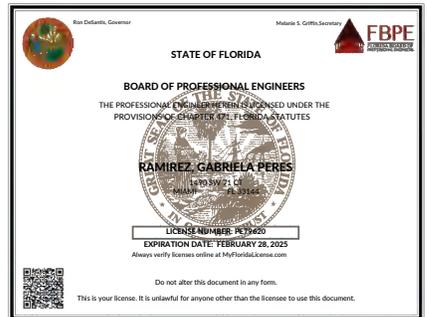
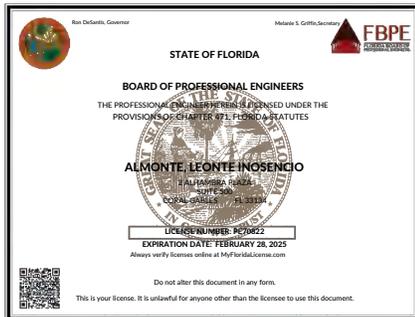
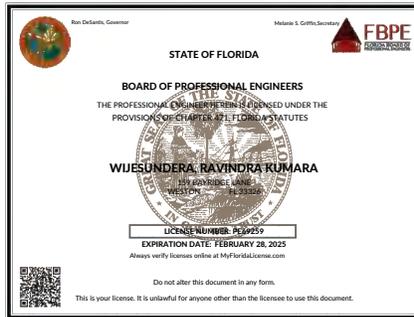
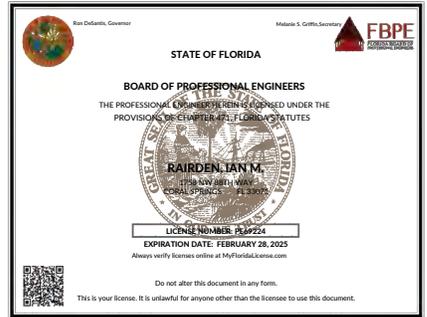
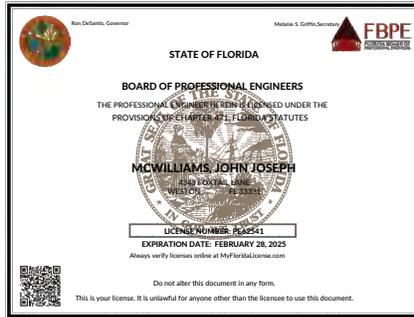
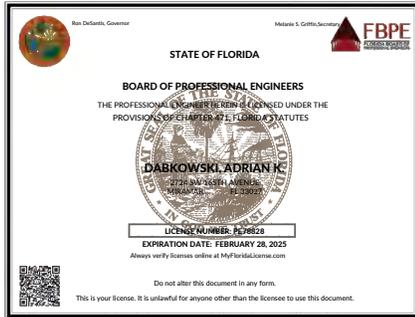
Organizational Chart

VILLAGE OF
BAL HARBOUR



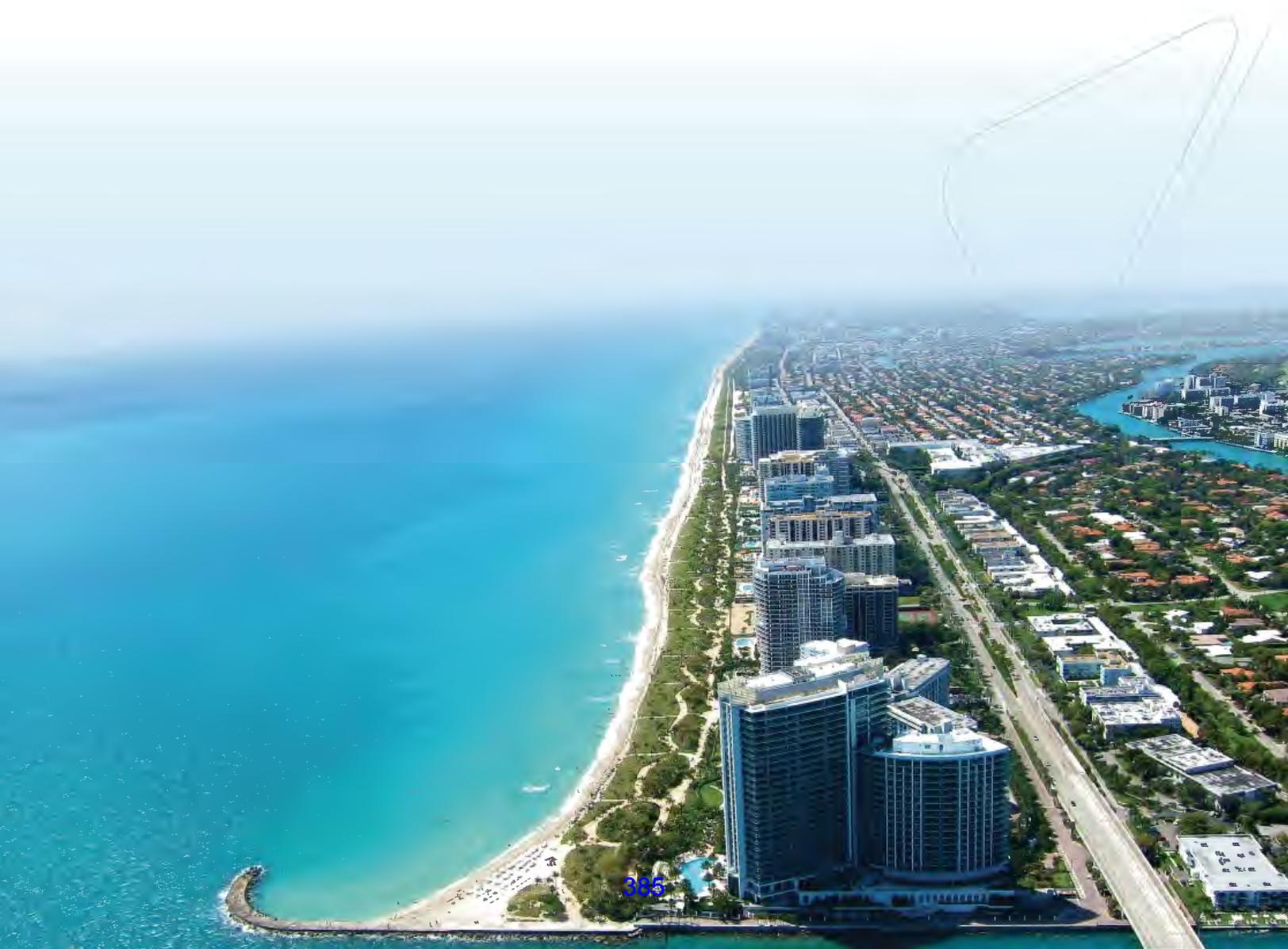
■ Task Leads

Kimley-Horn Staff Licenses



6

Curriculum Vitae



6. Curriculum Vitae

Adrian Dabkowski, P.E., PTOE

Project Manager

Professional Engineer in Florida #78828; 2015/2025

Value to Bay Harbour Village

- Adrian has 21 years of traffic/transportation engineering experience related to transportation planning, traffic operations, corridor studies, toll road revenue studies, long-range transportation improvement plans, access management, and alternative intersection development
- Proficient in AutoCAD, Highway Capacity Software (HCS), Synchro, VISSIM, ArcGISART-PLAN, HIGH-PLAN, FREE-PLAN, and StreetEVAL



Credentials

- MS, Transportation Engineering, Florida International University
- MBA, Marketing, Rochester Institute of Technology
- BS, Civil Engineering Technology, Rochester Institute of Technology
- Professional Traffic Operations Engineer, #2309/2008
- Member, Institute of Transportation Engineers (ITE)

Project Manager | City of Miami Transportation Program Support Services, Miami — General traffic engineering and transportation planning services as part of an on-call contract with the City. Kimley-Horn served as an extension of the City of Miami staff preparing traffic operations analyses, transportation planning, transportation safety, traffic calming and complete streets improvements; transit planning and operations; geographic information system (GIS)/database management design of street; and parking analysis and design.

Project Manager | General On-Call Traffic Engineering Services, Fort Lauderdale — General traffic engineering and transportation planning services as part of an on-call contract with the City. Kimley-Horn serves as an extension of the City of Fort Lauderdale staff reviewing traffic impact studies and parking analyses. Projects to date have included peer review of traffic impact and parking studies, site plan review, and representation at public hearings. Additional projects have included development of a corridor study supporting lane reductions along SR A1A and development of a Greenways Plan to complement corridor multimodal transportation.

Project Manager | Continuing Traffic Engineering Services, Palmetto Bay — Traffic engineering and transportation planning services as part of an on-call contract. The scope of the contract includes preparing independent traffic engineering studies for private development. Kimley-Horn also represented the Village at Planning Board meetings as well as Village Council hearings.

Project Manager | Brightline/All Aboard Florida - Miami Station, Miami — Transportation engineering services of the proposed mixed-use development that is generally bounded by NW 8th Street to the north, NW 2nd Street to the south, NW 2nd Avenue to the west, and NW 1st Avenue to the east. The project consists of the Brightline/All Aboard Florida train station, grade-separated structure located between NW 8th Street to the north, NW 3rd Street to the south, NW 1st Avenue to the east, and NW 2nd Avenue to the west. The project also consists of three overbuild that will include office, retail, entertainment, and residential components. The project required City of Miami and Miami-Dade County approvals.

Project Manager, Transportation | Brickell CityCentre; Miami — Kimley-Horn prepared a Special Area Plan (SAP) traffic study and supporting documentation consistent with City of Miami 21 Zoning Code. Brickell City Centre was the first project to be approved under the SAP process in the City of Miami. The development includes 830 residential units, a 290-room hotel, and 906,463 square feet of office of which 95,117 square feet will serve as medical office. The development will also include 535,300 square feet of retail of which 142,000 square feet will serve as entertainment uses such as a nightclub, cinema, and a bowling alley. As part of the traffic engineering services, six adjacent traffic signals were redesigned per the latest Miami-Dade County design standards.

Project Transportation Engineer | Las Olas Boulevard at SR A1A; Fort Lauderdale — Project transportation engineer for proposed operational modifications at the intersections of (1) Las Olas Boulevard at Seabreeze Boulevard/SR A1A southbound (SR A1A SB) and (2) Las Olas Boulevard at Fort Lauderdale Beach Boulevard/SR A1A northbound (SR A1A NB). Las Olas Boulevard currently operates as a four-lane divided roadway between SR A1A SB and SR A1A NB. A westbound left-turn lane is provided at the intersection of Las Olas Boulevard and SR A1A SB. Future year (2025) conditions were analyzed for two (2) alternatives.

Project Manager | Mana Wynwood, Miami — Kimley-Horn prepared a SAP traffic study and supporting documentation consistent with City of Miami 21 Zoning Code. Mana Wynwood is the first SAP in the Wynwood area. The proposed redevelopment plan will replace the existing development and includes 500 high-rise apartment dwelling units, 2,151 high-rise residential condominium dwelling units, 1,144 hotel rooms, 112,921 square feet of trade school, 689,530 square feet of art gallery/museum/exhibition, 1,430,300 square feet of general office, 564,610 square feet of general light industrial space, 177,840 square feet of shopping center, 110,560 square feet of quality restaurant, and 331,680 square feet of showroom/exhibition space. The redevelopment will also include the construction of nine (9) parking garages with over 7,600 parking spaces.

John McWilliams, P.E.

Principal-in-Charge, Traffic Operations Analysis

Professional Engineer in Florida #62541; 2005/2025

Value to Bay Harbour Village

- Experience in traffic engineering and transportation planning
- **Focused expertise on** access management, traffic impact studies, corridor studies, operational analyses, signalization design, and the creative development of operational improvements for roadways in constrained areas



Credentials

- Bachelor of Science, Civil Engineering, Ohio Northern University
- Institute of Transportation Engineers (ITE)
- Florida Engineering Society
- Urban Land Institute (ULI)

Project Manager | City of Aventura General Services

Contract, Aventura — Kimley-Horn has provided general traffic engineering and transportation planning services. Assignments include peer review of traffic impact and parking studies, site plan review, representation at public hearings, and signalization design. Additional assignments include the comprehensive study of various proposed infrastructure modifications, including Aventura Mall access and circulation, William Lehman Causeway interchange justification, US 1 median closures, and the extension of Miami Gardens Drive.

Lead Transportation Engineer | Traffic Impact Study

Consulting Services, Coral Gables — The scope of the contract includes assignments that further the City's Multimodal Transportation Plan including traffic engineering studies and roadway design services. Specific tasks include preparing independent traffic impact studies for private developments, project planning, inventory/analysis, project design, engineering, and cost estimation, right-of-way services, and project/construction management. Kimley-Horn completed an analysis of Andalusia Avenue/Valencia Avenue from LeJeune Road to Douglas Road to convert the existing one-way streets to two (2) way streets with bicycle facilities and pedestrian facility enhancements and an operational analysis of the potential conversion of the Coral Way/Granada Avenue intersection from signalized intersection to a roundabout. Roadway engineering assignments have included bicycle lane/traffic calming design for a 4.6-mile section of Alhambra Circle from Coral Way to San Amaro Drive, separated bicycle lane design for Salzedo Street for Alhambra Circle to Minorca Avenue, and a streetscape design project in the North Ponce neighborhood on Madeira, Majorca, and Navarre Avenues. Streetscape improvements include intersection bulb outs, raised pedestrian crossings, and modifications to on street parking.

Lead Transportation Engineer | Transportation Engineering Services for Various City Projects, Pompano Beach

— Kimley-Horn provides transportation support services for the City of Pompano Beach and the Community Redevelopment Agency (CRA). Initial traffic engineering/transportation planning assignments include traffic engineering analysis support for

a City-initiated land use plan amendment along the Atlantic Boulevard corridor to allow for residential/mixed-use density and improved connectivity. Duties included corridor operations analysis, transportation systems management/geometric improvements, neighborhood protection and enhancement plans, and community outreach solely focused on transportation issues. Based upon the successful approval of the amendment, Kimley-Horn performs traffic impact study reviews for new projects. Tasks include methodology development/coordination, analysis review, interdepartmental coordination, site plan review including parking garage/loading area maneuverability analysis.

Project Manager | Downtown Miami Event Transportation Management Plan, Miami Downtown Development Authority, Miami

— Kimley-Horn prepared a series of comprehensive Event Transportation Management Plans (ETMP) for the major downtown event venues for the Miami Downtown Development Authority (DDS). The ETMP were prepared to improve traffic flow, reduce pedestrian vehicle conflicts, and reduce congestion during the time of the events. This included field reviews, data collection, review of best practices, general recommendations, schematic MOT plans, and proposed diversions.

Senior Engineer | City of Miami Transportation Program Support Services, Miami

— Kimley-Horn served as an extension of the City's staff assisting in the program management and administration of transportation and transit projects. Responsibilities include providing oversight of projects encompassing planning, design, and construction activities.

Traffic Engineer | Design District, Miami — The project included the redevelopment of more than 1.1 million square feet of luxury retail space; 33,000 square feet of restaurant space; a small hotel; and 100 residential units. The traffic impact analysis associated with the SAP was approved and Kimley-Horn continues to provide on-call transportation engineering services, including entry gate/operations analyses, pedestrian access/flow/crossing studies, loading area analyses, traffic signal design, area-wide access planning analysis and design, and conceptual access improvement studies.

Cory Dorman, P.E., PTOE, IMSA II

Deputy Project Manager, Traffic Operations Analysis, Signal Timings/Intelligent Transportation Systems, Traffic Data Collection

Professional Engineer in Florida #85462; 2018/2025

Value to Bay Harbour Village

- 12 years of experience in traffic/transportation engineering
- Traffic operations and design experience including traffic operations analyses, signal timing optimization, travel time studies, signal design and modification, maneuverability analyses, intersection/roadway capacity analyses, turn-lane analyses, all-way stop control analyses, and signal warrant analyses
- Experience in design software such as MicroStation and AutoCAD
- Experience with safety studies, traffic impact studies, bicycle and pedestrian planning



Credentials

- BS, Civil Engineering, University of Florida
- BA, Economics, University of Florida
- Professional Traffic Operations Engineer, #4620/2019
- International Municipal Signal Association-Traffic II #693

Traffic Engineer | Brickell Firehouse (1 Southside Park), Miami — Served as project traffic engineer for the site plan redevelopment. Tasks involved site plan traffic study, valet analysis, maneuverability analysis, and functional parking garage evaluation. The project is located at northeast quadrant of SW 2nd Avenue and SW 11th Street. The proposed redevelopment consists of approximately 200,000 square feet of office space, 11,000 square feet of retail space, 100,000 square feet of fitness/wellness center space, a 2.11-acre park (Southside Park), 1,175 multifamily residential units (175 mid-rise multifamily residential units and 1,000 high-rise multifamily residential units), a 200-room hotel, and fire station. The project required City of Miami and Miami-Dade County approvals.

Project Engineer | Magic City Innovation District Special Area Plan and Update, Miami — Project engineer for this traffic study generally bounded by NE 61st Street to the north, NE 59th Terrace to the south, NE 4th Avenue to the east, and NE 2nd Avenue to the west. The proposed Magic City redevelopment will consist of mixed land uses. The City of Miami required a traffic impact study and utility study as part of the Special Area Plan entitlement process. Services include traffic counts, analyses for additional intersections and corridors, and parking analyses.

Project Engineer | Pinecrest Village Transportation Master Plan, Pinecrest — Project engineer for the development of a Village wide transportation master plan. Project includes the identification, development, and conceptual design of improvements along corridors and intersections focusing on traffic operations, traffic calming, and multimodal enhancements. Tasks include operational analysis, future traffic forecasting, improvement design, public outreach and cost estimating.

Project Analyst | Downtown Miami Event Transportation Management Plan, Miami Downtown Development Authority, Miami — Kimley-Horn prepared a series of comprehensive Event Transportation Management Plans (ETMP) for the major downtown event venues for the Miami Downtown Development Authority (DDS). The ETMP were prepared to improve traffic flow, reduce pedestrian vehicle conflicts, and

reduce congestion during the time of the events. Scope of work included field reviews, data collection, review of best practices, general recommendations, schematic MOT plans, and proposed diversions.

Project Analyst | Miami-Dade MPO Safe Routes to School Plans, Miami-Dade County — Kimley-Horn was retained by the Miami-Dade County MPO to create a prioritization ranking for Safe Routes to School improvements based on need, develop a Safe Routes to Schools (SRTS) plan for 10 elementary schools, and prepare the SRTS infrastructure applications.

Project Analyst | Miami-Dade County ATMS Integrator Contract – General Operational Support, Miami-Dade County — Serves as project analyst responsible for providing in-house support for Miami-Dade County's Traffic Signals & Signs (TS&S) Division operations. Kimley-Horn is supporting Miami-Dade County as part of the firm's ongoing countywide ATMS design and program management services including performing assessments of traffic Signal Service Requests (SRs), new traffic signal components, and overall division needs to enhance traffic management. Weekly tasks include sorting, reviewing, and addressing open and new SRs received from the public, active management of Timing Zone 7 and Econolite-controlled intersections, utilizing KITS to identify detector faults and dispatching work orders in the Enterprise Asset Management (EAM) system, development of field inspections, and performing active inventory of field data and signal equipment.

Project Engineer | Broward County South US 1 Bus Rapid Transit (BRT) Improvements Study, Broward County — Project engineer for Bus Rapid Transit improvements for South US 1 between Downtown Fort Lauderdale and Aventura Mall (Miami-Dade County). The study developed a package of short and medium term implementation projects and identified long-term investments to improve transit service, mobility, livability, and support economic development along the corridor. Multijurisdictional coordination included an advisory committee consisting of five municipalities, two counties, two state agencies, an international airport, and eight additional stakeholder agencies.

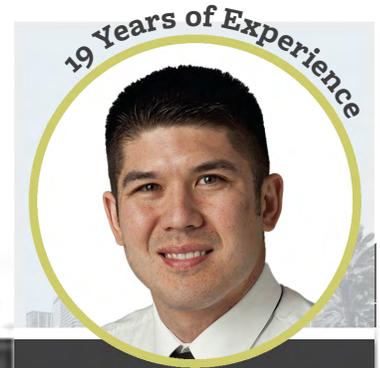
Ian Rairden, P.E.

Quality Assurance/Quality Control

Professional Engineer in Florida #69224; 2009/2025

Value to Bay Harbour Village

- Has 19 years of project engineering experience
- Experience in Highway Capacity Software (HCS), SIDRA, and Synchro software packages
- Experience with the Simplified Trips on Projects Software (STOPS) transit model



Credentials

- MCE, Transportation Engineering, University of Florida
- Bachelor of Science, Civil Engineering, University of Florida
- Conference of Minority Transportation Officials (COMTO)

Project Engineer | Okeechobee Road (SR 25) from East of NW 87 Ave to NW 79 Ave, FDOT District Six — Project engineer for final design services for the reconstruction of a ¼-mile section of Okeechobee Road in Miami-Dade County. Services include widening the existing road to 4 lanes in each direction; widening the NW 79th Avenue Bridge over the Miami (C-6) Canal; intersection modifications at NW 95th Street and Frontage Road; relocation of an existing BJ's Wholesale Club entrance and addition of a new free-flow right-turn lane; and new access from the Frontage Road to westbound Okeechobee Road. Kimley-Horn is also responsible for all permitting; structural design; drainage design; signing and marking; signalization; lighting design; ITS system design; and landscaping along the corridor.

Project Manager | Districtwide Traffic Operations Studies, FDOT District Six — Project manager since June 2015. The contract focuses on the development of various traffic operations and safety studies including signal and left-turn phase warrant analyses, data collection, traffic signal and arterial analyses, and safety tasks including fatal crash reviews and high crash site safety studies.

Project Engineer | Miami River-Miami Intermodal Center Capacity Improvement (MR-MICCI), Miami — This project will provide additional mainline track(s) within the South Florida Rail Corridor from just north of the Tri-Rail Hialeah Market Station to the Tri-Rail Miami Airport Station, which in the future will be accommodated within the Miami Intermodal Center's (MIC's) Miami Central Station (MCS). The project will also include a new bridge across the Miami River to accommodate the additional mainline track(s). The additional mainline track(s) will address an existing capacity deficiency along the system that negatively impacts travel time and schedule adherence. The project is integrating the National Environmental Policy Act (NEPA) requirements into the Alternatives Analysis (AA) process. The Federal Transit Administration (FTA) is serving as the lead federal agency and the project is anticipating advancing as a project that could fall within the defined funding under the FTA's Small Starts or Very Small Starts programs.

Project Engineer | Origin-Destination Surveys for Local Bus Service (Central Garage), Miami-Dade MPO GPC V #01, Miami — Project engineer. Kimley-Horn was selected by the Miami-Dade MPO to conduct on-board transit surveys for 25 Miami-Dade Transit bus routes serving Miami Beach, North Miami, Hialeah, and Miami Springs. Our team interviewed about 8% of the 75,000 daily transit riders over five survey days to develop improved origin-destination, transit boarding and alighting, travel pattern, and socioeconomic data for inclusion in the Southeast Florida Regional Planning Model (SERPM). The data quality combined with a strong overall response rate will improve geocoding, ridership forecasts, and the modeling efforts needed to support the numerous Federal Transit Administration (FTA) funded transit studies in the region.

Project Analyst | Miscellaneous Traffic Impact Analyses, FL — Project analyst for miscellaneous projects determining traffic impacts on city, county, and state roadways. The projects included performing trip generation analyses, analyzing traffic data, and performing arterial analyses. Also, if warranted, determined improvements required to comply with various municipalities concurrency reviews. On select projects provided assistance in the creation of a Fair Share or Developer's Agreement with the maintaining municipality which provided the project with concurrency contingent upon bonding of intersection arterial improvements.

Project Engineer | Districtwide Traffic Operations Safety Studies, FDOT District Four — Project engineer for a contract that is performing task work orders ranging from safety studies, safety reviews, fatal crash reviews, lighting assessments, minor designs, crosswalk warrant analysis, operational analysis, and qualitative assessments. Involves in all facets of the contract including field reviews, countermeasure development, economic analysis, documentation, stakeholder coordination, presentations, scope development, and subconsultant management.

Stewart Robertson, P.E.

Complete Streets/Multimodal Considerations

Professional Engineer in Florida #63939; 2005/2025

Value to Bay Harbour Village

- Has 23 years of experience specializing in transportation planning and engineering, with an emphasis in multimodal planning and design including Complete Streets and bicycle/pedestrian planning, safety and mobility
- Project management experience includes multimodal master planning; complete streets planning, design, and implementation; design plan reviews; bicycle corridor studies; pedestrian and bicycle network plans; pedestrian safety studies; transit studies; intersection capacity analysis; travel demand analysis; and GIS systems (GIS)



Credentials

- MS, Civil Engineering, University of Kentucky
- BS, Civil Engineering, University of Kentucky
- American Society of Civil Engineers (ASCE)
- Association of Pedestrian and Bicycle Professionals
- Institute of Transportation Engineers (ITE)
- National Society of Professional Engineers (NSPE)

Project Manager | Miami-Dade TPO General Planning Consultant (GPC I-V) Contracts, Miami-Dade County — Kimley-Horn served as General Planning Consultant (GPC) for the Miami-Dade TPO for five consecutive contract terms between 2000 and 2016. Kimley-Horn completed forty-seven (47) work orders during the course of GPCs I-V. Work orders that have been performed under these contracts include congestion management system plan updates, multimodal corridor studies, bicycle/pedestrian plans, transit studies, transit passenger surveys, freight and goods movement analyses, and sub-area mobility plans. Projects performed for this contract have included Transit Contraflow Feasibility Study, Local Municipal Transit Circular Policy Study, Snake Creek Bike Trail Planning and Feasibility Study, Metrorail M-Path Master Plan, Florida East Coast (FEC) Transit Connection Study, Automated Bicycle Rental System and Parking Plan Study, Safe Routes to School Infrastructure Plans, Origin-Destination Surveys for Local Bus Service, NW 27th Avenue Enhanced Bus Service Concepts and Environmental Study, Non-Motorized Network Connectivity Plan, Impact of PortMiami Tunnel on Downtown Traffic Congestion, Snapper Creek Trail Segment B Planning and Feasibility Study, Metromover System Expansion Study, Bicycle Wayfinding Study, and Guidelines for Municipal Transit Programs in Miami-Dade County.

Project Manager | Bicycle and Pedestrian Mobility Plan, Miami Gardens, Miami Gardens — Project manager for a bicycle and pedestrian mobility plan for the City of Miami Gardens. The project included recommendations for short- and long-term mobility improvements based on the literature review, transportation mobility analysis, identification of goals and objects, and input from the Steering Committee. We analyzed existing transportation mobility conditions and community features in Miami Gardens through the use of geographic information systems (GIS) and prepared a series of maps that illustrate the background conditions for improving the City's bicycle and pedestrian mobility. The Kimley-Horn team used the methodologies established in the 2009 FDOT Quality/Level of Service Handbook to assess the bicycle and pedestrian level of service of the major roadways with the City and mapped the results with GIS.

Project Manager | Bicycle/Pedestrian Mobility Plan for the Miami Downtown Development Authority Area, Miami — Project manager for a joint effort of the Metropolitan Planning Organization (MPO) and the Miami Downtown Development Authority (DDA). Significant aspects of the Plan included the transportation mobility analysis, setting of goals and objectives, developing recommendations, and coordinating a 15-member steering committee. Recommendations were organized into 37 distinct projects, for which project specific implementation tasks, lead agencies, support agencies, and cost ranges were identified. Projects focused on improving mobility and safety for pedestrians and bicyclists in the downtown area. At its conclusion, the Plan was endorsed by both the MPO Governing Board and the DDA Governing Board.

Project Engineer | City of Miami Transportation Program Support Services (2013-2015), Miami — Project engineer for Transportation Program Support Services contract with the City of Miami. In this role, Kimley-Horn served as an extension of the City's staff assisting in the program management and administration of transportation and transit projects in the City's Capital Improvements Program (CIP). Kimley-Horn's responsibilities include providing oversight of projects encompassing planning, design, and construction activities.

Project Engineer | Miami-Dade County Metropolitan Planning Organization (MPO) Congestion Management System (CMS) Update: Review and Evaluation of Potential Congested Corridors — Project engineer for the Kimley-Horn team that updated the Congestion Management System/Mobility Management Program (CMS/MMP) for Miami-Dade County. Recommended improvements to the CMS/MMP process included developing a weighted relative congestion ratio (RCR) value for each data collection location based on existing and future volume; developing a list of potential CMS corridors based on roadway segments of at least one mile with a weighted RCR greater than 0.90; and using additional selection criteria, such as safety and hurricane evacuation to evaluate each corridor. Duties included transportation data analysis, GIS mapping, and writing reports.

John Lafferty

Complete Streets/Multimodal Considerations

Value to Bay Harbour Village Value to the City of Miami

- Experience includes technical analyses/assessments for various government agencies to evaluate transit capital improvement projects in compliance with NEPA and FTA project development requirements
- Managed and consulted on numerous transit projects (Bus Rapid Transit, Light Rail transit, Heavy Rail Transit, Commuter Rail)
- Led a variety of projects related to transit feasibility analyses, corridor analysis, station area planning, market assessment, transit development plans and financial planning for bus and rail transit modes



Credentials

- MS, Environmental Policy, University of Maryland
- BS, Environmental Biology, State University of New York

Project Manager | SW 244th Street Mobility Hub Study, Miami — Kimley-Horn is leading this TPO Mobility Study to provide connectivity, mobility and safety for pedestrians, bicyclists, and transit users. The mobility plan will identify, the appropriate scale of transportation technology, infrastructure and amenities to facilitate the usage of the BRT station as well as efficient multimodal connections within study area. Kimley-Horn's services include an evaluation of land use, multimodal infrastructure and mobility options for the development of site-specific recommendations. An implementation plan is also being developed to include conceptual design and visualization of improvement recommendations, estimated costs as well as the identification of funding sources.

Project Manager | South Florida Regional Transportation Authority (SFRTA) Rail Fleet Management Plan, Pompano Beach — Kimley-Horn is preparing a Rail Fleet Management Plan for SFRTA that is accordance with the Federal Transit Administration Fleet Management Plan Guidance. This analysis will identify the needs and priority of replacement and overhauls of existing rolling stock. In addition, rolling stock needs will be determined based upon future expansion plans, supply of revenue stock in revenue use, as well as maintenance and reliability/supply balance. The Fleet Management Plan will provide a 10-year outlook for SFRTA as related to existing and future rolling stock requirements.

Project Manager | South Florida Regional Transportation Authority (SFRTA), 20-Year Capital Plan, Plantation — Under an on-call contract, Kimley-Horn is assisting SFRTA with the development of a 20-year capital plan of agency-prioritized needs. The purpose of the plan is to identify capital needs, establish priorities, and schedule projects. The resulting plan will identify improvement initiatives, capital projects, and state of good repair projects that SFRTA intends to adopt during the next 20 years. Kimley-Horn's services include developing prioritization criteria and a scoring matrix; creating a prioritized list of funded and unfunded capital projects including a detailed description of each; and developing an engineering capital cost estimating methodology for major capital projects.

Project Manager | South Florida Regional Transportation Authority (SFRTA) National Transit Database (NTD) Passenger Counts, Pompano Beach — Kimley-Horn completed on-board passenger counts of the SFRTA Tri-Rail passenger rail system for purposes of reporting passenger miles traveled (PMT) to the National Transit Database (NTD) to maintain eligibility for the Federal Transit Administration's (FTA) Urbanized Area Formula Grant Program. A primary task was the development of a sampling plan in accordance with NTD Sampling Manual requirements and NTD approval. The sampling plan included an approach for random sample selection, sample frequency, and the necessary sample size that meets the FTA's 95% confidence and 10% precision levels. Additionally, Kimley-Horn was responsible for extensive coordination with SFRTA, surveyor training, logistics coordination, data collection, data validation and the preparation of report that presents survey findings.

Project Planner | SR 9/NW 27th Avenue Transit Study from Miami Intermodal Center to NW 215th St (BRT Study), FDOT District Six, Miami-Dade County — Planner for safety analysis and Intelligent Transportation Systems (ITS) Concept of Operations (ConOps) and Project Systems Engineering Management Plan (PSEMP) for TSM&O improvements along SR 9/SR 817/NW 27 Avenue from NW 215 Street/County Line Road to SR 112/Airport Expressway. The PSEMP identified what enhancements and improvements should be developed, delivered, integrated, installed, verified, and supported.

Project Manager | Broward Metropolitan Planning Organization Transportation Surtax Services-Municipal Project Prioritization Process, Broward County — Kimley-Horn was selected to assist the Broward MPO in the development of a GIS based analysis tool, using the MPO's existing Complete Streets and other Localized Initiatives (CSLIP) process to evaluate and rank over 500 projects submitted by municipalities for Broward County Transportation Surtax funding. Tasks associated with the development of the application included the identification and development of ranking criteria with relevant point ranges and the coding of the automated process of applying the points. The output of the application was a ranked list of projects for use in programming funding as well as an interactive web based ESRI.



Eli Perez, P.E., IMSA II

Alternatives/Roadway Design Feasibility, Signal Timings/Intelligent Transportation Systems

Total Years of Experience | 6

Professional Engineer in Florida #93227; 2022/2025

Credentials

- BS, Civil Engineering, Florida International University
- Professional Traffic Operations Engineer, #5473
- Institute of Transportation Engineers (ITE), Member
- American Society of Civil Engineers (ASCE)
- Software experience includes KITS ATMS, Synchro GIS, AutoCAD, Sidra Intersection 8, HCM, and MUTCD

Project Engineer | Districtwide Traffic Operations Signal Retiming Services, FDOT District Four — Project engineer for contract focusing on retiming several congested corridors in Broward County and Palm Beach County. Conducted field observations, travel time runs, and signal timing optimization utilizing collected traffic data, time-space diagrams, Synchro analyses, and Tru-Traffic analyses. As part of this contract, the project team prepared recommended signal timings including modifications to splits, offsets, phase sequencing, left turn phasing, and other signal controller parameters.

Project Engineer | PortMiami Transportation Masterplan, Miami — Project engineer for the first transportation-specific Masterplan conducted for PortMiami. Kimley-Horn is providing transportation services for PortMiami's Transportation Master Plan. The objective of the Transportation Master Plan is to gather data and stakeholder input, assess the traffic system to identify congestion areas, propose short-term (year 2025) and long-term (year 2040) solutions, and prepare a master plan to implement solutions. Kimley-Horn is providing a traffic impact study and conceptual roadway plans to meet the area's current and future transportation demands. Additional services include a data/study review, a cargo data/study review, a cruise data/study review, design drawings/as-built review, traffic counts and field observations, a port wide traffic impact study, capacity analysis, a conceptual roadway plan, and refined alternative. Kimley-Horn also developed an implementation strategy, provided documentation, and led stakeholder meetings to develop a clear understanding of the project's goals.

Project Engineer | City of Miami Beach On-Call Signalization & Special Event Support — Project engineer providing on-call support in optimizing signal timing and implementing timing changes as directed by the City of Miami Beach. Services include providing support to the City in general traffic engineering tasks including optimizing signal timing and implementing timing changes, signal plans reviews, and communicating with key agencies and departments. As part of the project, Kimley-Horn is also responsible for coordinating Signal timing changes requiring the upload of new database into the controllers with Miami-Dade County Traffic Signal & Signs Division. Additionally, special event coverage on holidays and during special events held in the City is provided. Coverage time vary based on the nature of the event and includes developing special timing schedules and patterns.

Project Engineer | Miami-Dade Advanced Traffic Management System (ATMS) (KITS), Miami-Dade County — Project engineer. Kimley-Horn provided systems integration and deployment services for the countywide ATMS software capable of managing 4,000 traffic signals and ancillary field devices using both serial and IP wired/wireless communications. The system supported type 170 controllers with BI Tran 233 firmware and was upgraded to support an Advanced Technology Controller. More than 2,800 intersections are online. The KITS system in Miami-Dade includes integration of reversible lane control systems, CCTV cameras, emergency route preemption, transit priority operations, and intersection operations with specialized transit-only right-of-way. Kimley-Horn also provided integration cut-over services, system operations, signal timing, concept of operations planning, and TMC design services to the County under this multi-year ITS support contract.

Project Analyst | Okeechobee Road (SR 25) from East of NW 87 Ave to NW 79 Ave, FDOT District Six — Project analyst for final design services for the reconstruction of a ¾-mile section of Okeechobee Road in Miami-Dade County. Services include widening the existing road to 4 lanes in each direction; widening the NW 79th Avenue Bridge over the Miami (C-6) Canal; intersection modifications at NW 95th Street and Frontage Road; relocation of an existing BJs Wholesale Club entrance and addition of a new free-flow right-turn lane; and new access from the Frontage Road to westbound Okeechobee Road. Kimley-Horn is also responsible for all permitting; structural design; drainage design; signing and marking; signalization; lighting design; ITS system design; and landscaping along the corridor.

Project Analyst | City of Miami Transportation Program Support Services, Miami — On-call project analyst responsible for summary documentation, traffic data collection, and analysis for a contract providing general traffic engineering and transportation planning services for the City. Kimley-Horn served as an extension of the City of Miami staff preparing traffic operations analyses, transportation planning, traffic calming and complete streets improvements; transit planning and operations; geographic information system (GIS)/database management design of street; and parking analysis and design. Specific projects include: Residential Street Speed Limit Reduction Study and SW 30th Road Partial Closure Traffic Analysis.



Gabriela Ramirez, P.E.

Bicycle/Pedestrian Facilities Planning/Design; Roadway Design; Sight Distance, Vehicle Circulation/Maneuverability, Signage, and Pavement Markings

Total Years of Experience: 13

Professional Engineer in Florida #79620; 2015/2023

Credentials

- MS, Civil Engineering, Florida International University
- BS, Civil Engineering, Florida International University
- Member, American Concrete Institute
- American Society of Civil Engineers (ASCE), Florida Structural

Project Engineer | Okeechobee Road (SR 25) from East of NW 87 Ave to NW 79 Ave — Services include widening the existing road to four lanes in each direction; widening the NW 79th Avenue Bridge and the SR826 SB Ramp Bridge over the Miami (C-6) Canal; intersection modifications at NW 95th Street and Frontage Road; and new access from the Frontage Road to westbound Okeechobee Road. The project includes structural design, drainage design, signing and marking, signalization, ITS system design, and landscaping.

Project Engineer | Reconstruction of Krome Avenue from South of SW 296 St to South of SW 232 St, FDOT District Six, Miami-Dade County — Provided roadway, signing, and marking, signalization, lighting, structures, and landscape design. This project is part of the Krome Avenue South Corridor and has several environmentally sensitive areas. This segment of Krome Avenue handles part of the main freight activity in South and West Miami-Dade County, with a daily truck percentage of 15%.

Project Engineer | Miami Beach Convention Center, Miami Beach - (2021) Miami Beach Convention Center, Miami Beach — Roadway, signing, and marking and signalization project manager. This project includes the redesign of Convention Center Drive, 19th Street, 18th Street, and Washington Avenue. The scope includes a change in each roadway's vertical alignment, a new drainage system, upgrades to the adjacent pedestrian facilities to meet current ADA standards, improvements to three signalized intersections, and installation of several rectangular rapid flashing beacons (RRFB) for pedestrian crosswalks. These improvements are being done in the heart of the City of Miami Beach and required extensive intergovernmental coordination with the City and Miami-Dade County Public Works Department.

Project Engineer | NW 35th Court (Pasco Jose De La Luz Y Caballero Court), Miami — Provided services for the redesign of an existing median to become a median linear park for adjacent residences with strong contextualized landscape and hardscape amenities. As part of the Mayor's beautification projects, the City of Miami selected NW 35th Court (Pasco Jose De La Luz Y Caballero Ct) between NW 7th Street and NW 11th Street as a site for proposed landscape and irrigation improvements.

Project Engineer | Traffic Circles, City of Miami Beach — Traffic calming engineering services for two roundabouts in the Nautilus Neighborhood at the intersections of North Michigan Avenue/West 47th Street and North Michigan Avenue/Nautilus

Drive/West 42nd Street. The engineering services include performance evaluations of the intersections, construction documents, meetings, coordination, field visits, an opinion of probable cost, and post design services. The performance evaluation of the intersections contains a fastest path analysis, a swept path evaluation, and sight distance evaluation. The construction documents consist of roadway, signing and pavement marking, pavement, drainage, and landscape designs.

Project Engineer | Master Planning for Key Biscayne Village-Wide Undergrounding of Utilities Program, Key Biscayne — Project engineer. The design and construction of the undergrounding program is anticipated to take multiple years to complete. The underground program will be broken into multiple phases that can be constructed on an annual basis. In order to balance potentially competing priorities such as cost, project duration, traffic impacts for this large-scale project, development of a Master Plan was recommended in order to evaluate these priorities ahead of any detailed design of any single undergrounding phase.

Project Engineer | Downtown Miami Event Transportation Management Plan — Miami Downtown Development Authority Preparation of a series of comprehensive Event Transportation Management Plans (ETMP) for the major downtown event venues for the Miami Downtown Development Authority (DDS). The ETMP were prepared to improve traffic flow, reduce pedestrian vehicle conflicts, and reduce congestion during the time of the events. Scope of work included field reviews, data collection, review of best practices, general recommendations, schematic MOT plans, and proposed diversions.

Project Engineer | NW/NE 36th Street Corridor Study, Miami — Development and evaluation of mobility enhancement alternatives along the NW/NE 36th Street corridor in the study area bound by NW/NE 54th Street to the north, NW/NE 20th Street to the south, I-95 to the west, and Biscayne Bay to the east. The NW/NE 36th Street Study performs a review of existing and future traffic conditions and makes recommendations on how to enhance mobility in the study area. A primary purpose of this study was to evaluate the impact of increased demand on the area's transportation network and to make recommendations on how to accommodate the increase in future traffic.

Leonte Almonte, P.E., IMSA II

Alternatives/Roadway Design Feasibility

Professional Engineer in Florida #70822; 2010/2023

Value to Bay Harbour Village

- Experienced manager with a “hands on” approach to coordination and project management
- 21 years of specialized local experience in the City of Miami and Miami-Dade County
- Specializes in roadway design, drainage design, signing and pavement marking, signalization, and advanced traffic management system design
- Focused in the delivery of exceptional client services and demonstrated experience in all aspects requested in this solicitation



Credentials

- MS, Transportation Engineering, Florida International University
- BS, Civil Engineering, Pontificia Universidad Catolica Madre y Maestra
- FDOT Advanced Traffic Control Certification
- FDOT Local Agency Program Workshop
- IBTTA Leadership Academy Alumni
- International Municipal Signal Association (IMSA) - Traffic Signal Technician - Level 1 & Level 2
- ASCE Concrete Pavement Design
- Airfield Pavement Inspection
- FDOT Concrete Pavement Design Class
- FDOT LAP Certification Training
- FDOT Transit Development Plans (TDP) Training
- Member: American Society of Civil Engineers (ASCE), Institute of Transportation Engineers (ITE), Society of Hispanic Professional Engineers, International Bridge, Tunnel and Turnpike Association - Leadership Academy

Project Manager | City of Miami Beach A/E Services in Specialized Categories on an As Needed Basis — Providing services to the City on a task order basis for roadway design, traffic/transportation engineering, landscape and environmental. To date the contract has included traffic calming, intersection improvements, signalization, street lighting, and roadway design for Safe Routes to Schools.

Lead Project Engineer (EOR) | Town of Medley Flood Mitigation Area South Roadway and Drainage Improvements — Civil engineering services for roadway and drainage improvements for over 4,000 linear feet of roadway within the Flood Mitigation Area. Developed roadway and drainage cross sections, roadway alignment, temporary drainage plans for an emergency trunk line, pre- and post-design water treatment calculations, exfiltration trench calculations and design, utility coordination, stormwater pollution prevention plans (SWPPP), review of as-builts, and signing and pavement markings to alleviate frequent flooding. Upgraded existing roadway deteriorated from absent adequate stormwater management facilities.

Deputy Project Manager | Reconstruction of Krome Avenue from South of SW 296 St to South of SW 232 St, FDOT District Six — Completed roadway, signalization, lighting, structures, and landscape design and engineer of record for signing and pavement markings plans. The Krome Avenue South Corridor has several environmentally sensitive and included reconstructing and widening from a two-lane roadway to a four-lane roadway divided by a grassed median; replaced the C-103 Canal/Mowry Bridge; installed drainage system; lighting; guardrails; repaved and restriped; and modified access to entrances to enhance safety along the corridor.

Project Manager | Miami-Dade County DTPW, Continuing Services for Engineering and Design of Safe Routes — Kimley-Horn is providing general civil engineering, roadway, traffic, and transportation planning for alternative modes of transportation

for safe routes to schools funded by the FDOT Local Agency Program. The intent of the SRTS program is to provide alternative modes of transportation that are safe for children, which in turn encourages walking and bicycling to school. In addition to providing an alternative mode of transportation, SRTS also promotes healthy habits by providing an opportunity for children to engage in much needed physical activity before and after school each day.

Design Engineer | SR 924/119th Street/Gratigny Road from NW 27th Avenue to NW 7th Avenue Resurfacing, Repairs to Bridge 870621 and Safety Improvements — Civil engineering services for design including roadway plans, ADA compliance, pavement design, maintenance of traffic, signing and pavement, marking, signalization plans. This project includes milling, resurfacing, one new signalized intersection, and modifications to the existing signalized intersection and resurfacing of the asphalt surface at Bridge 870621, repair and rehabilitation of the bridge superstructure, restoration of the transversal post tensioned bars and replacement of the existing expansion joints. Local agency coordination, public involvement (public involvement meetings/presentations) and coordination with FDOT District Six PIO.

Deputy Project Manager | Okeechobee Road (SR 25) from East of NW 87 Ave to NW 79 Ave, FDOT District Six — Deputy project manager and signalization. Engineer of record for final design services for the reconstruction of a ¾-mile section in Miami-Dade County. Services include widening the existing road to 4 lanes in each direction; widening the NW 79th Avenue Bridge over the Miami (C-6) Canal; intersection modifications at NW 95th Street and Frontage Road; relocation of retail with a new free-flow right-turn lane; and new access from the Frontage Road from westbound. Responsible for all permitting; structural design; drainage design; signing and marking; signalization; lighting design; ITS system design; and landscaping along the corridor.

Jill Capelli, P.E.

Signal Timings/Intelligent Transportation Systems

Professional Engineer in Florida #62365; 2005/2025

Value to Bay Harbour Village

- Has 24 years of experience with traffic engineering and multimodal transportation modeling/planning
- Project management experience with the planning, design, and deployment of communications networks and their subsystems that comprise computerized traffic control and management systems and security systems
- Specializes in use of the Advanced Land Transportation Performance Simulations
- Proficient with data analysis methods and applications



Credentials

- MS, Civil Engineering, University of Kentucky
- BS, Civil Engineering, U.S. Coast Guard Academy
- Women's Transportation Seminar (WTS), Past Secretary
- Florida Airports Council
- Airports Council International
- ITS Florida

Deputy Project Manager | Miami-Dade TPO General Planning Consultant (GPC I-V) Contracts, Miami-Dade County — Kimley-Horn served as General Planning Consultant (GPC) for the Miami-Dade TPO for five consecutive contract terms between 2000 and 2016. Kimley-Horn completed forty-seven (47) work orders during the course of GPCs I-V. Work orders that have been performed under these contracts include congestion management system plan updates, multimodal corridor studies, bicycle/pedestrian plans, transit studies, transit passenger surveys, freight and goods movement analyses, and sub-area mobility plans. Projects performed for this contract have included Transit Contraflow Feasibility Study, Local Municipal Transit Circular Policy Study, Development of a Service Plan for Waterborne Transit Service in Miami-Dade County, Snake Creek Bike Trail Planning and Feasibility Study, Metrorail M-Path Master Plan, Florida East Coast (FEC) Transit Connection Study, Automated Bicycle Rental System and Parking Plan Study, Safe Routes to School Infrastructure Plans, Origin-Destination Surveys for Local Bus Service, NW 27th Avenue Enhanced Bus Service Concepts and Environmental Study, Non-Motorized Network Connectivity Plan, Impact of PortMiami Tunnel on Downtown Traffic Congestion, Snapper Creek Trail Segment B Planning and Feasibility Study, Metromover System Expansion Study, Bicycle Wayfinding Study, and Guidelines for Municipal Transit Programs in Miami-Dade County.

Program Manager | ITS and Smart Parking System Program Management, Miami Beach — Kimley-Horn is serving as the owner's representative for a design, build, operate, and maintain (DBOM) deployment for the City of Miami Beach. The project will deploy cameras, arterial dynamic message signs, vehicle detection, parking occupancy information to communicate real time traffic and parking conditions throughout the City. As Program Manager, Jill developed a project system engineering management plan, concept of operations, project plan, and procurement documents for a Smart Cities initiative combining ITS and smart parking. She is currently assisting the city in negotiations with the DBOM firm. In addition, through this

contract, Kimley-Horn is providing hot spot signal timing support for the City of Miami Beach in coordination with Miami-Dade County.

Project Engineer | Miami-Dade Advanced Traffic Management System (ATMS), Miami-Dade County — Provided project support for the program that providing systems integration and deployment services for the countywide ATMS software capable of managing 4,000 traffic signals and ancillary field devices using both serial and IP wired/wireless communications. More than 2,800 intersections are online. The KITS system in Miami-Dade includes integration of reversible lane control systems, CCTV cameras, emergency route preemption, transit priority operations, and intersection operations with specialized transit-only right-of-way. Kimley-Horn also provides integration cut-over services, system operations, signal timing, concept of operations planning, and TMC design services to the County under this multi-year ITS support contract.

Project Manager | Miami-Dade Bus Rapid Transit (BRT)/ Transit Signal Priority (TSP) Concept of Systems Operations Plan, Miami-Dade County — Project manager for development of a bus rapid transit (BRT) concept plan. The proposed BRT system will operate their transit system priority (TSP) using a global positioning system (GPS). As part of this project, we developed a concept of operations document that summarized the technology requirements of the system and the system architecture, as well as provided a summary of the literature review and vendor research. Kimley-Horn conducted site visits to several transit properties throughout North America to review similar sites using GPS-based TSP and facilitated vendor presentations. Finally, we coordinated bench tests and field tests of selected system components to review their applicability and ability to connect with the Miami-Dade County signal system. Based on the concept of operations document, as well as information received during the site visits and bench tests, Kimley-Horn assisted Miami-Dade Transit in producing procurement documents for the BRT TSP system.

Ravi Wijesundera, P.E., RSP¹

Safety Evaluation

Professional Engineer in Florida #69259; 2009/2025

Value to Bay Harbour Village

- Has 20 years of experience in traffic safety studies and multimodal studies, transit, multimodal corridor studies, GIS mapping, project traffic development, travel demand model applications, traffic impact analysis, transit studies, and signal warrant analysis
- Proficient in HCS, Synchro, HSM Applications, Turns5, aaSIDRA, ArcGIS, RSAP, Minitab, and SPSS
- Experienced in data collection and analysis, intersection analysis, intelligent transportation systems, and corridor access management studies



Credentials

- MS, Civil Engineering, University of Alabama
- ME, Civil Engineering, University of Moratuwa, Sri Lanka
- BS, Civil Engineering, University of Moratuwa, Sri Lanka
- Road Safety Professional 1, #124, December 22, 2018
- Institute of Transportation Engineers (ITE)
- Experience in traffic safety studies and multimodal corridor studies,

Task Leader | Districtwide Traffic Operations Studies, FDOT District Six — Task leader for a contract focusing on the development of various traffic operations and safety studies for both intersections and arterials within the District. Task Work Orders under this contract consist of traffic operations studies including signal and left-turn phase warrant analyses, data collection, traffic signal and arterial analyses, and safety tasks including fatal crash reviews and high crash site safety studies.

Project Engineer | Miami-Dade TPO General Planning Consultant (GPC I-V) Contracts, Miami-Dade County — Kimley-Horn served as General Planning Consultant (GPC) for the Miami-Dade TPO for five consecutive contract terms between 2000 and 2016. Served as the project manager for Opa-Locka Municipal Transit Circulator Study, three Safe Routes to School work orders, Arterial Grid Analysis – Phase 2, and Countermeasures for Pedestrian and Bicycle High Crash Locations. In addition, served as the project engineer for Central Dade Transport Zone Freight Study, South Dade Managed Lanes Study, South Link Transit Alternatives Assessment Study.

Project Engineer | City of Aventura General Services Contract, Aventura — Kimley-Horn is currently providing general traffic engineering and transportation planning services to City staff as a subconsultant to another firm. Team duties include peer review of traffic impact and parking studies, site plan review, representation at public hearings, and signal design. Additional duties include comprehensive study of various proposed infrastructure modifications, including Aventura Mall access and circulation, William Lehman Causeway interchange justification, US 1 median closure, extension of Miami Gardens Drive (east of US 1/Biscayne Boulevard) and evaluation of potential railroad crossings.

Project Manager | Districtwide Traffic Operations Safety Studies, FDOT District Four — Project manager for a contract that is performing task work orders ranging from safety studies, safety reviews, fatal crash reviews, lighting assessments, minor designs, crosswalk warrant analysis, operational analysis, and qualitative assessments. Involves in all facets of the contract

including field reviews, countermeasure development, economic analysis, documentation, stakeholder coordination, presentations, scope development, and subconsultant management.

Task Manager | Miami-Dade TPO Strategic Miami Area Rapid Transit (SMART) Plan General Planning Consultant, Miami-Dade County — Kimley-Horn was retained by the Miami-Dade TPO to perform planning studies in support of the Implementation of the Strategic Miami Area Rapid Transit (SMART) Plan. Two work orders have been issued to Kimley-Horn so far: Beach-Northeast Corridors Land Use Scenario and Visioning Planning, and Factors Affecting Transit Ridership in Miami-Dade County. The Beach-Northeast Corridors Land Use Scenario and Visioning Planning study is developing transit supportive land use visions for the Beach and Northeast SMART Corridors. These land use visions are developed to complement the engineering and environmental assessments performed through the Project Development and Environment (PD&E) studies.

Project Manager | North Miami Citywide Neighborhood Traffic Calming Plan and Traffic Calming Study, North Miami — The City of North Miami retained Kimley-Horn to develop a Citywide Neighborhood Traffic Calming Plan to reduce speeding and cut-through traffic, and preserve the character and functionality of residential streets. This traffic management plan is developed to improve safety and quality of life for the City's residents. The study is being conducted in two phases. Phase 1 consists of a feasibility assessment for lowering speed limits on the residential streets from 30 mph to 25 mph. Phase 2 will include the development of traffic calming strategies for select residential streets based on the findings of Phase 1. To date, we have completed Phase 1. There was also a traffic calming study to assess the feasibility of lowering speed limits and the need for traffic calming measures on the following two streets within the City of North Miami: Keystone Boulevard between Biscayne Boulevard and North Bayshore Drive and North Bayshore Drive between Keystone Boulevard and north of NE 123 Street. To date, we have conducted traffic data collection, field reviews, and speed data analysis.



George Puig, PLA, ASLA

Complete Streets/Multimodal Considerations

Total Years of Experience: 27

Registered Professional Landscape Architect in Florida #0001706
2000/2021

Credentials

- BLA Landscape Architecture, University of Florida
- American Society of Landscape Architects (ASLA), Full Member, #778047
- Urban Land Institute
- Colegio de Arquitectos y Arquitectos Paisajistas de Puerto Rico (CAAPPR)
- Crime Prevention Through Environment Design (CPTED) Certified
- Roadside Vegetation Management Advanced Training Certified
- Chair of the Miami-Dade County Waterfront Development Review Committee
- Citizens for a Better South Florida Executive Board Member
- Neat Streets Miami - Board Member
- Member, American Society of Landscape Architects (ASLA), Urban Land Institute (ULI), Executive Board Member, Citizens for a Better South Florida

Project Manager | City of Miami General Landscape Architectural Services Contract — Providing the City of Miami with landscape architecture services at various project sites throughout the City. Services include the design of landscape architectural components including hardscape, landscape, site furniture, site lighting and irrigation for different project types including parks, streetscapes, and other related urban public realm areas from concept through construction.

Lead Landscape Architect | The Underline Phase I and II Design Criteria Package — Civil engineering services for the develop a design-build criteria package for the Underline, a 10-mile linear trail and urban park underneath Miami's elevated Metrorail line. Services included utility coordination, development of design standards, schematic layouts for six intersection crossings, including bike lanes and pedestrian crossings, signage, pavement markings, and signal modifications. Design criteria for landscape architectural features and amenities was also included.

Project Manager | Regatta Park - Miami — Provided landscape architecture and civil engineering services concepts through construction administration for Regatta Park, a 15-acre waterfront passive park transforming underutilized waterfront into a more cohesive and vibrant public space. The main features of the park include the Expo Lawn, Regatta Lawn, Tropical Gardens, Promenade, Multi-use Path Connector, Tree Alee and Children's Play Area.

Project Manager | Broadway and 1st Avenue Park — Provided landscape architectural and civil engineering services for this new 59,327-square-foot passive park that is partially underneath a portion of the existing elevated Metrorail line. The program elements include a playground, separate pedestrian and bike paths, a dog park, site furniture, lighting, landscaping, and irrigation, fencing and gates, berms, vehicular access to the existing MDT storage area, and pedestrian access to the adjacent park.

Project Manager | Coral Way Medians, Miami — Project manager for the conceptual plans, exhibits, and construction drawings of the landscape improvements within 2.5 miles of

existing Coral Way medians between SW 12th Avenue and SW 37th Avenue. Key to the design is the preservation of the existing historic Banyan Trees and the integration of proposed shrubs and groundcovers that create an iconic look for this important roadway within Miami-Dade County.

Project Manager | Landscape Design Services for Beautification of US 1 Medians, Palmetto Bay — Project manager and landscape architect. Kimley-Horn developed planting and irrigation designs for existing US 1 medians between SW 136th and SW 184th Street consisting of 24 medians spanning 6 miles. The planting design incorporated new trees, palms, shrubs, and groundcovers into the medians following FDOT design standards. The planting and irrigation contract documents were presented to FDOT for right-of-way landscape permits. The scope included conceptual design, planting and irrigation design, and permit processing assistance.

Lead Landscape Architect | South Miami Intermodal Transportation Plan (ITP), South Miami — Project manager on the Kimley-Horn team that prepared the South Miami Intermodal Transportation Plan (SMITP). The City of South Miami wanted to enhance the existing transportation system and mobility choices available to residents, workers, and visitors to the City. An integral component of this effort was to establish and implement the SMITP, which identified an interconnected network of mobility and safety improvements based on smart growth and complete streets principles. Kimley-Horn prepared detailed recommendations for pedestrian facilities, bicycle facilities, intersection design, and sustainability. We developed an implementation plan that respects the budgetary limits and provides a strategy the City could potentially follow to maximize user benefit.

Lead Landscape Architect | Mowry Drive Roadway Improvements, Homestead — This project consisted of widening and resurfacing the existing two lane road from SW 152nd Avenue to SW 157th Avenue in Homestead. The project includes landscape and hardscape plans, renderings, drainage, signing and marking, and traffic control plans.



Yue Liu, P.E., PTOE

Signal Timings/Intelligent Transportation Systems

Total Years of Experience | 10

Professional Engineer in Florida ##90793 2021/2025

Credentials

- Master of Science, Transportation Engineering, University of Maryland
- Bachelor of Science, Transportation Engineering, Beijing Jiaotong University
- Professional Traffic Operations Engineer, #4723
- Institute of Transportation Engineers (ITE)

Project Engineer | Districtwide Signal Retiming, FDOT District Four — Project engineer and task manager responsible for providing on-call support on various TSM&O tasks, including Traffic Signal Maintenance and Compensation Agreements (TSMCA), coordination with Signal Maintaining Agencies, Traffic Coalition meetings, District 4 Modern Signals, TSM&O Master Plan, Central Office Statewide Arterial Management Program, Hurricane Resiliency, Emergency Operations Practice, Standard Operations Procedures, and Smart Work Zone Program. Kimley-Horn serves as the District's Signal Retiming consultant. Task Work Order efforts include development of rail signal timing technologies and strategies, identification and development of context sensitive signal timing strategies for Broward County's top congested corridors, and miscellaneous support on other signal timing initiatives.

Project Engineer | Carroll Street Final Design from John Young Parkway to Michigan Street, Osceola County — Signal designer responsible for signal design and plan production. Kimley-Horn was selected to provide final design services for the 1.5-mile segment of Carroll Street that extends from John Young Parkway to Michigan Street in Osceola County. The primary purpose of this project is to widen the existing roadway from three lanes (center turn lane) to a five-lane section with center turn lane and is funded through the FDOT LAP program. Elements of this project include roadway design, drainage, permitting, signalization, signing/pavement markings, and roadway lighting.

Project Engineer | Apopka Vineland Road and Wandering Way/Buenavista Woods Boulevard Transportation Engineering Services, Orange County — Signal designer responsible for signal design and plan production. Kimley-Horn was the prime consultant for this private public partnership project between M.L. Carter Development and the Orange County Board of County Commissioners. We provided design, permitting, bidding assistance, and construction phase services for a new four-lane, divided urban facility connecting Palm Parkway and Apopka-Vineland Road in Orange County, approximately 1.2 miles. The project also included widening for turn lanes, milling, resurfacing, and overbuild along Palm Parkway and Apopka-Vineland Road, approximately 0.5 miles.

Project Engineer | Design Services for I-95 Interchange at Northlake Boulevard, FDOT District Four — ITS design lead and engineer of record of a mainline widening, arterial widening and interchange improvements project. Responsible for evaluation of existing ITS infrastructure, design of fiber optic cable communications, Microwave Vehicle Detection Systems, Wrong Way Vehicle Detection Systems and integration into existing FDOT District 4 ITS network. Also responsible for ensuring conformance to FDOT design standards, developing maintenance of communications plan, and coordinating system integration.

Project Engineer | Design Services for I-95 Interchange at Gateway Boulevard, FDOT District Four — ITS and signalization design lead and engineer of record of a mainline widening, arterial widening and interchange improvements project. Responsible for evaluation of existing ITS infrastructure, ITS operations and maintenance, and signalization plans at five intersections. Also responsible for design of fiber optic communications, CCTV, DMS, MVDS, WWVDS design, signal mast arms, signs, sequence of phasing/timing, and coordination with agencies.



Brandon Fleming, P.E., PTOE, IMSA II

Signal Timings/Intelligent Transportation Systems

Total Years of Experience | 12

Professional Engineer in Florida #86439 2019/2025

Credentials

- Master of Science, Transportation Engineering, Florida Atlantic University
- Bachelor of Science, Civil Engineering, Florida Atlantic University
- Traffic Signals I, AA_127163, IMSA
- Traffic Signals II, BE_127163, IMSA
- Professional Traffic Operations Engineer, #4726

Project Engineer | Okeechobee Road (SR 25) from East of NW 87 Ave to NW 79 Ave, FDOT District Six — Project engineer for final design services for the reconstruction of a ¾-mile section of Okeechobee Road in Miami-Dade County. Services include widening the existing road to 4 lanes in each direction; widening the NW 79th Avenue Bridge over the Miami (C-6) Canal; intersection modifications at NW 95th Street and Frontage Road; relocation of an existing BJ's Wholesale Club entrance and addition of a new free-flow right-turn lane; and new access from the Frontage Road to westbound Okeechobee Road. Kimley-Horn is also responsible for all permitting; structural design; drainage design; signing and marking; signalization; lighting design; ITS system design; and landscaping along the corridor.

Project Engineer | Wiles Road Design from Rock Island Road to US 441 (SR 7), Coral Springs — Project analyst on the Kimley-Horn team selected by the Broward County Engineering Division to prepare complete contract plans for the reconstruction and widening of Wiles Road as a six-lane divided urban arterial from Rock Island Road to US 441 (SR 7). Broward County and FDOT are sharing in the cost of improvements which include drainage, lighting, landscaping, irrigation, bicycle lanes, signalization, utility coordination, and detailed traffic control plans. Helped design relocated force main and water main alignments, create cost estimates for the work, and permit the projects through Broward County.

Project Engineer | SR A1A RRR Design from East of Mercedes River Small Bridge to Sunrise Boulevard, FDOT District Four — Project engineer responsible for signalization, horizontal control, and crash data analysis support for the milling and resurfacing of A1A from the bridge over the Mercedes River to Sunrise Boulevard. This segment is nationally and internationally renowned as the Fort Lauderdale Beach Strip. This project included four different typical sections for SR A1A. A number of deficiencies were identified during field review, including unsafe pedestrian movements, cracked sidewalks, substandard bridge pedestrian aluminum rails, and abandoned, blocked-off driveway cuts. Our work includes drainage repair, sidewalk modifications to meet ADA criteria, traffic control plans, lighting evaluation, and local agency coordination.

Project Engineer | ITS and Smart Parking System Program Management, Miami Beach — Project analyst. Kimley-Horn is developing a project system engineering management plan, concept of operations, project plan, and procurement documents for a Smart Cities initiative combining ITS and smart parking. The project will deploy cameras, arterial dynamic message signs, vehicle detection, parking occupancy information to communicate real time traffic and parking conditions throughout the City. Also through this contract, Kimley-Horn is providing hot spot signal timing support for the City of Miami Beach in coordination with Miami-Dade County.

Project Engineer | Districtwide Traffic Operations Studies, FDOT District Six — Project analyst for Intersection Qualitative Assessments performed under Kimley-Horn's Districtwide Contract. This contract focuses on the development of various traffic operations and safety studies including signal and left-turn phase warrant analyses, data collection, traffic signal and arterial analyses, and safety tasks including fatal crash reviews and high crash site safety studies.



Raquel Selanikio, E.I.

Traffic Operations Analysis, Traffic Data Collection

Total Years of Experience | 4

Engineering Intern in Florida #1100023138

Credentials

- BS, Civil Engineering, Florida International University
- Software experience includes KITS ATMS, Synchro, HCS, GIS, AutoCAD, Sidra Intersection 8, HCM, and MUTCD

Project Analyst | City of Miami In-House Support, Miami

— Serving as in-house support to City staff for general traffic engineering and transportation planning. This project primarily includes assisting City staff in addressing traffic calming requests and involves maintaining an inventory of traffic calming requests, mapping traffic calming request locations, conducting field investigations to determine appropriate traffic calming measures and locations, coordination with Miami-Dade County, and preparing traffic calming analysis reports outlining the feasibility of installing traffic calming devices.

Project Analyst | Quail Roost Transit Village Miami-Dade County

— Analyst responsible for preparing traffic study for a 2,000 multifamily unit transit oriented development along the South Dade Busway.

Project Analyst | Miami SAP Phase 1 Miami

— Analyst responsible for preparing maneuverability, valet, and trip generation analysis for phase 1 of a 6 phase approved special area plan located north of SW 7th Street and east of SW 3rd Avenue.

Project Analyst | Traffic Calming Spot Location Data

Collection, Miami, FL — Analyst for general traffic engineering and data collection coordination. Kimley-Horn is assisting City staff in addressing traffic concerns raised by constituents which include safety, speeding, and cut-through traffic complaints by providing traffic volume and speed data along identified roadway segments. The data is used to determine if traffic calming measures are warranted and the type of traffic calming measures to be installed.

Project Analyst | Improving Access FIU Biscayne Bay Campus

Area, Miami-Dade County — Analyst for this project contracted with Florida Department of Transportation to examine the feasibility of providing an additional access connection to the FIU Biscayne Bay Campus at the request of State Senator Jason Pizzo. The Miami-Dade Transportation Planning Organization (TPO) performed a planning study to improve access to the area in 2011. The study recommended a series of short-term, mid-term, and long-term improvements along NE 151 Street. The implementation plan was based on ease of implementation and project cost. The study also evaluated additional access alternatives at NE 135 Street, NE 143 Street, and NE 163 Street/Oleta River State Park. Key conclusions from the study were the need for approval/cooperation from multiple agencies including

FDOT, Miami-Dade County, and the impacted municipalities as well as potential environmental impacts, community impacts, and funding needs. Given these challenges, only improvements to NE 151 Street were recommended as part of that study. The purpose of this study is to update and expand the previous assessment of access alternatives. Five (5) access alternatives were reviewed to determine level of congestion relief, right-of-way needs, construction costs, preliminary feasibility, additional improvements at nearby intersections due to diverted traffic, and potential environmental impacts. A review of existing conditions including peak period traffic operations, previous studies, and planned/programmed improvements was performed. Future traffic conditions were estimated accounting for background increases in traffic volumes and planned/committed developments including school expansions for both short-term (2025) and long-term (2045) scenarios. Expected traffic volume diversions as a result of each alternative were also estimated and future traffic operations conditions were analyzed.

Project Analyst | Village of Palmetto Bay Continuing Traffic

Engineering Services, Palmetto Bay — Analyst for traffic engineering assignments under this contract. The scope of the contract includes assignments including traffic engineering studies and roadway design services. Specific tasks include preparing independent traffic impact studies for private developments. The independent traffic impact studies including preparing trip generation calculations for the weekday A.M. and P.M. peak hours of the adjacent roadway network; methodology coordination between the applicant and village staff; traffic data collection; project trip distribution and assignment; capacity analysis of study area intersections for existing, future without project, and future with project; identification of capacity deficiencies and development of mitigation measures; and document of findings in a technical report format.

Project Analyst | Andalusia Avenue and Valencia Avenue

Two-Way Conversion Traffic Assessment, Coral Gables, FL — Project analyst responsible for modeling the roadway network in Trafficware's Synchro for a feasibility assessment to convert Andalusia Avenue and Valencia Avenue from one-way roadway pairs to two-way roadways between Douglas Road/SW 37th Avenue and SR 953/LeJeune Road/SW 42nd Avenue. The Miami-Dade County Traffic Engineering Division requested a preliminary traffic assessment for the proposed roadway conversion.



Ariel Centurion, E.I.

Traffic Operations Analysis, Safety Evaluation

Total Years of Experience | 2

Engineering Intern in Florida #1 100024902

Credentials

- BS, Civil Engineering, University of Florida
- Software skills include AutoCAD, ArcGIS, VBA, and Synchro

Project Analyst | SMART Plan South Dade Transitway Existing Conditions Intersection Area Inventory, Miami-Dade GPC VII WO #31, Miami-Dade — Kimley-Horn was selected to complete the SMART Plan South Dade Transitway Existing Conditions Intersections Area Inventory under the General Planning Consultant contract. Kimley-Horn is developing an inventory of existing infrastructure and right-of-way at cross-intersection areas and evaluating pedestrian and bicycle connections along the 20 miles of the South Dade Transitway.

Project Analyst | City of Miami Spot Location Safety Evaluation, Miami — Responsible for evaluating safety concerns at the top 12 crash locations identified in the City of Miami. The analysis included documenting crashes over a five-year period, analyzing the crashes for patterns, and developing safety recommendations to mitigate crashes.

Project Analyst | SMART GPC Pedestrian Scramble Evaluations, Miami-Dade TPO — Kimley-Horn was selected to complete two work orders to evaluate the feasibility of installing a pedestrian scramble phase at two signalized intersections in Miami-Dade County. The studies consisted of collecting peak period traffic count data, conducting peak period qualitative field reviews, and evaluating vehicular and pedestrian conditions at the study intersection before and after the implementation of the pilot pedestrian scramble phase. The studies also included developing recommendations and potential countermeasures to consider in order to improve overall intersection operations and safety at the intersection, if the pedestrian scramble is implemented.

Project Analyst | Districtwide Traffic Operations Studies, FDOT District Six — Project analyst for a contract focusing on the development of various traffic operations and safety studies for both intersections and arterials within the District. Task Work Orders under this contract consisted of traffic operations studies including VISSIM microsimulation bottleneck analyses, signal and left-turn phase warrant analyses, data collection, traffic signal and arterial analyses, and safety tasks including fatal crash reviews and high crash site safety studies.

Project Analyst | Preliminary Intersection Safety Assessments, FDOT District Six — Kimley-Horn was selected to perform preliminary intersection safety assessments for three locations included in the Safety Office's Intersection priority List for Broward County: SR 838 (Sunrise Boulevard) at NW 31st Avenue, SR 816 (Oakland Park Boulevard) at NW 56th Avenue/Inverrary Boulevard, and Eastbound SR 84 at Davie Road. This list was developed based on the injury severity of historical crashes.

Project Analyst | SR 811/NE 4th Avenue/Wilton Drive Lane Repurposing Before-After Study, FDOT District Four — Kimley-Horn was selected to evaluate the impacts of SR 811/NE 4th Avenue/Wilton Drive Lane Repurposing project implemented between SR 838/Sunrise Boulevard and NE 26th Street in Fort Lauderdale and Wilton Manors. The length of this project is 1.824 miles. Tasks include travel time/travel speed data analysis, traffic volume analysis, safety analysis, and economic impacts and livability analysis.

Project Analyst | Preliminary Safety Reviews and Leading Pedestrian Interval Feasibility, FDOT District Six — Kimley-Horn was selected to perform a preliminary review of FDOT Central Office's suggested countermeasures through it's Safe Strides 2 Zero (SS2Z) initiative. This review determined if further studies should be conducted to evaluate those countermeasures. The team is also performing a leading pedestrian interval need assessment to evaluate the need and feasibility of providing an LPI from a pedestrian safety standpoint.



Victoria Rodriguez, E.I.

Traffic Operations Analysis

Total Years of Experience | 1

Engineering Intern in Florida, 1100026629

Credentials

- Bachelor of Science, Civil Engineering, Florida State University
- Software skills include Synchro, AutoCAD, SolidWorks, OverLeaf

Project Analyst | PortMiami Transportation Master Plan, Miami — Project analyst. Kimley-Horn is gathering data and stakeholder input to assess the traffic system of PortMiami and its congestion areas, as well as propose short-term and long-term solutions to implement in the future. The scope of services include a traffic impact study and conceptual roadway plans to meet the current and future transportation demand. Tasks thus far have included site visits to obtain passenger vehicle and cargo truck data, assess the traffic counts and collected vehicle data, perform trip generation forecasts, and conduct capacity analyses.

Project Analyst | Las Olas Marina Expansion, Fort Lauderdale — Project analyst. Kimley-Horn examined the feasibility of expanding the existing Las Olas Marina. The expansion included a proposed lane configuration at the study area intersection of South Birch Road and Cortez Street and the rerouting of traffic volumes throughout the project area. The analyses was prepared for three different peak periods and conducted for three scenarios. Tasks include data collection analysis, traffic diversions, and capacity analysis.

Project Analyst | Jackson Health System Expansion, Miami — Kimley-Horn analyzed the expansion of the Jackson Memorial Hospital's emergency department. The purpose of the study is to assess the proposed expansion's impact on the surrounding transportation network. The expansion included the analysis of the eastbound approach at the intersection of NW 19th Street and Bob Hope Drive/NW 9th Avenue as the approach be improved from one (1) shared left-turn/through/right-turn lane to one (1) exclusive left-turn lane and one (1) exclusive right-turn lane. Tasks include data collection analysis, trip generation analysis, turn lane analyses, and capacity analysis.

Project Analyst | Floor and Décor Data Collection, Pompano Beach — The Transportation Planning and Traffic Operations team in Jacksonville, FL was scoped to collect trip generation and parking data throughout the state of Florida for a specialty retailer of hard surface flooring. The purpose of this data collection effort was to obtain trip generation and parking data for this specific land use to use in further trip generation calculations for traffic impact studies. Tasks including manually counting trips in and out of the Pompano Beach store location, summarizing the data based on different collection dates and hours of the day, and delegating these same tasks to others to assist with the same efforts.

Project Analyst | Proposed Watermain Replacement Project, SW 15 Ave & SR 84, Lane Closure/Maintenance of Traffic, Fort Lauderdale — Project analyst. Performed an analysis to determine the feasibility of proposed lane closures during construction of a watermain replacement at the intersection of SW 15th Avenue and SR 84/Marina Mile in Fort Lauderdale, FL. The watermain intended for replacement was proposed to be closed in three phases during construction. Tasks included data collection and lane closure analysis to determine if the reduced laneage would be able to provide enough capacity for vehicular volumes during the hours of construction.

Diana Xiomara Leon

— Traffic Data Collection

Office Manager/Client Manager

BACKGROUND

Diana has been with NDS for over 10 years in Southern CA. Initially, Diana worked in the field collecting traffic data. Over the years, Diana advanced to field manager and became the senior field technician in the Riverside area in California. For the past 4 years, Diana has been the primary person in charge of processing travel time and GPS inventory projects. She recently moved to Florida to join the growing Florida team.

PROJECT EXPERIENCE

Kimley-Horn & Associates-Pinecrest KHA Project- 2018

- ❖ 49 TMC (Turning Movement Counts)
- ❖ 38 ADT (Speed & Volume Machine Counts)

David Plummer & Associates-Miami Freedom Park Traffic Project- 2018

- ❖ 54 TMC (Turning Movement Counts)
- ❖ 34 ADT (Speed & Volume Machine Counts)

Kimley-Horn & Associates-Fort Lauderdale Parking Study Project- 2017

- ❖ NDS conducted a massive parking inventory and occupancy study throughout Fort Lauderdale. Over 30 field techs
- ❖ Parking Inventory for DT North, ST South, Beach, 17th St, Flager, Las Olas, South RAC and Sunrise
- ❖ 12 Hr Parking Occupancy for two days for DT North, ST South, Beach, Flager, Las Olas

Kimley-Horn & Associates-Tampa Waterside Project- 2017

- ❖ Over 60 Cameras recording and 20 field techs in the field

Kimley-Horn & Associates-Straz Center in Tampa- 2017

- ❖ 18 field techs doing intercept surveys, and parking occupancy for 4 different events.

Kimley-Horn & Associates-Broward County Bus Stops- 2016

- ❖ Orchestrated and Collected on and off Volume for a 115 bus stops in Downtown Ft. Lauderdale



EDUCATION

San Antonio College
Major - Business Administration
Minor - Computer Science

YEARS OF EXPERIENCE

13

COMPUTER SKILLS:

Trimble Pathfinder
Office 5.2
ESRI ArcMap 10.1

PRIOR WORK EXPERIENCE

OCTA, Orange CA

El Constructor, Bogota
Colombia





National Data & Surveying Services

John Greist

— *Traffic Data Collection*

Transportation Data Analyst

Mr. Greist’s expertise includes field operations, project coordination, project estimation, client management / communication and scheduling / employee management. He has successfully managed large turning movement count projects, machine tube counts, and has also assisted in the successful coordination and collection of specialized studies throughout Florida. He has also piloted several new types data collections.



PROJECT EXPERIENCE

RICONDO

Fort Lauderdale Airport - 2023

- ❖ 100 Volume machine counts (additional Speed & Class ADTs with varying durations and 21 TMCs)

POLK COUNTY TPO/TINDALE OLIVER

Polk County 2019 Traffic Count Program - 2019

- ❖ 263 Speed & Volume machine counts (varying durations)

DAVID PLUMMER & ASSOCIATES

Miami Freedom Park Traffic Project- 2018

- ❖ 57 Turning movements counts with pedestrians, bicycles and heavy trucks
- ❖ 43 Speed & Volume machine counts (varying durations)

TAMPA DOWNTOWN PARTNERSHIP

12/2018

- ❖ 13 field techs doing parking occupancy for 25,000 public parking spots, public parking garages and on-street through the downtown Tampa, for 3-days

FDOT D4 Contract C9Y93 with Kimley-Horn

1/2021

- ❖ 30 Turning movements counts with pedestrians, bicycles and heavy trucks
- ❖ 8 Volume machine counts (varying durations)

EDUCATION

Bachelors in Business
Administration/Management
Florida International University

PROJECT MANAGEMENT EXPERIENCE

19

SCHEDULING MANAGEMENT

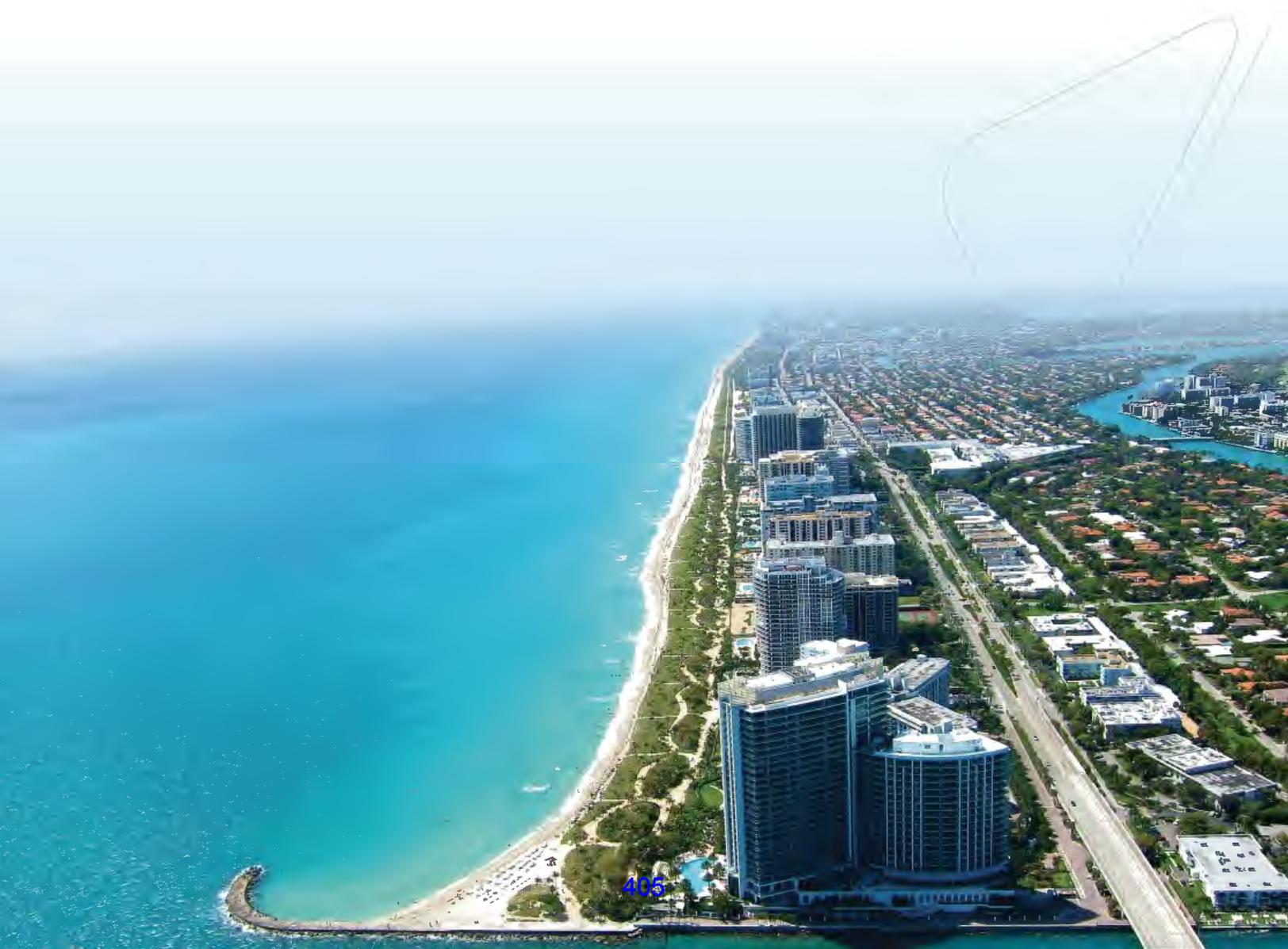
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DATA COLLECTION MANAGEMENT

6 All with NDS

7

Client References



7. Client References

Kimley-Horn is proud of the relationships we have developed with our clients. Much of our success over the last 56 years is directly related to our efforts to perform high quality, timely services for our clients. We invite you to contact our client references listed below. We have served these agencies and individuals across multiple projects so they can provide a fair assessment of our professional work. A detailed description of our services is included along with the key client information requested. The Form 2 sent to each of these references are included in Tab 8 following this section.

Miami-Dade Advanced Traffic Management System (ATMS)

Miami-Dade, FL

Kimley-Horn provided system software, integration, and deployment services for the countywide ATMS software (KITS) capable of managing all traffic signals and ancillary field devices in Miami-Dade County using both serial and IP wired/wireless communications. This system supports type 170 controllers with McCain/BI Tran 233 firmware and will be upgraded to support an advanced technology controller. Central software started with a baseline commercial-off-the-shelf (COTS) package modified by the consultant to match Miami-Dade's needs and user preferences. Software modifications were performed as software services on an as-needed basis. Other features were developed and deployed as new software services. More than 2,800 intersections are currently being managed by KITS. Also provided software functionality and integration of reversible lane control systems, closed-circuit television cameras, emergency route preemption, integration of asset management and trouble call dispatch functionality, transit signal priority operations, and intersection operations integrated with specialized transit-only right-of-way. A wide array of preventive maintenance, diagnostic, and operations reports are available including a signal timing staff productivity report to identify field equipment issues, telecommunications problems, and enhance traffic operations.

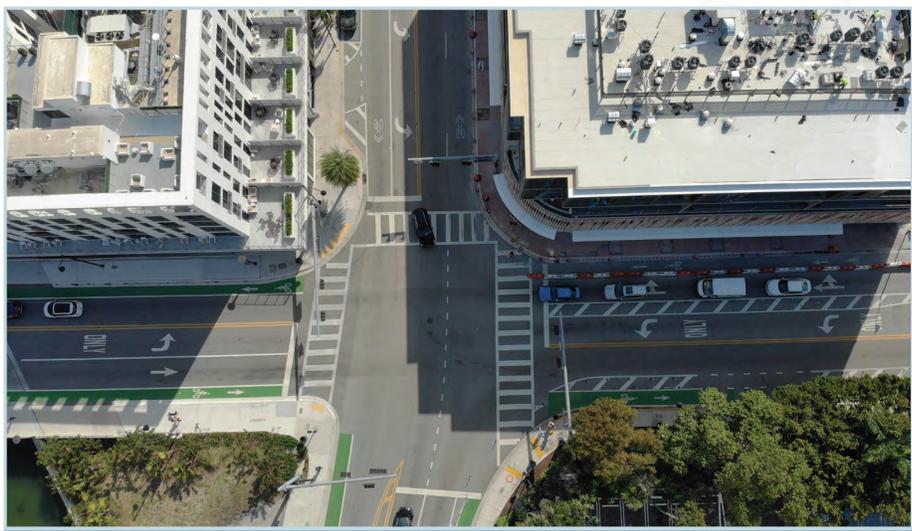
Since the deployment completion, Kimley-Horn has continued to provide KITS software support and other in-house support services at the request of Miami-Dade County. Services have included operational support including providing timing engineering support for Zone 7, Countywide signal retiming, development of standard operating/signalization plans design guidelines. Kimley-Horn also provided owner's representation for the Econolite Controller Pilot Project for 300 signals within Miami-Dade County. Tasks included controller bench testing, field inspection, database conversation review, and Transit Signal Priority (TSP) logic testing. Operations testing include both field and traffic management center testing.

**Evelin Legcevic, Traffic
Engineering Manager**

**MIAMI-DADE COUNTY
DEPARTMENT OF
TRANSPORTATION AND
PUBLIC WORKS**

7100 NW 36th St.
Miami, FL 33166

305.679.0034
evelin.legcevic@miamidade.gov

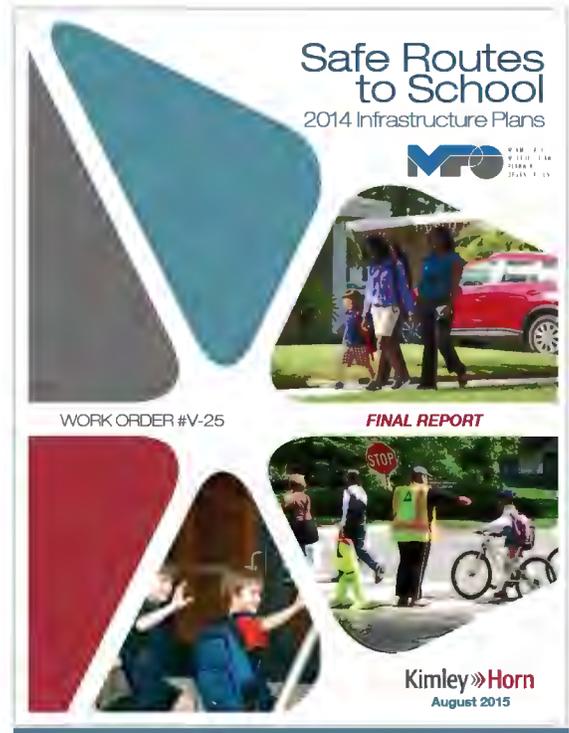


Miami-Dade TPO General Planning Consultant (GPC I-V, and VII) Contracts

Miami-Dade County, FL

Kimley-Horn served as General Planning Consultant (GPC) for the Miami-Dade TPO for five consecutive contract terms between 2000 and 2016 and 2018 to the present. Kimley-Horn completed 47 work orders during GPCs W and VII.

Work orders that have been performed under these contracts include congestion management system plan updates, pedestrian signal timing enhancements, multimodal corridor studies, bicycle/pedestrian plans, transit studies, transit passenger surveys, freight and goods movement analyses, and sub-area mobility plans. Projects implemented have included Transit Contraflow Feasibility Study, Local Municipal Transit Circular Policy Study, Development of a Service Plan for Waterborne Transit Service in Miami-Dade County, Snake Creek Bike Trail Planning and Feasibility Study, Metrorail M-Path Master Plan, Florida East Coast (FEC) Transit Connection Study, Automated Bicycle Rental System and Parking Plan Study, Safe Routes to School Infrastructure Plans, Origin-Destination Surveys for Local Bus Service, NW 27th Avenue Enhanced Bus Service Concepts and Environmental Study, Non-Motorized Network Connectivity Plan, Impact of PortMiami Tunnel on Downtown Traffic Congestion, Snapper Creek Trail Segment B Planning and Feasibility Study, Metromover System Expansion Study, Bicycle Wayfinding Study, and Guidelines for Municipal Transit Programs in Miami-Dade County.



**Maria T. Vilches-Landa, P.E.,
 Deputy Director – Transportation**

**MIAMI-DADE TRANSPORTATION
 PLANNING ORGANIZATION**

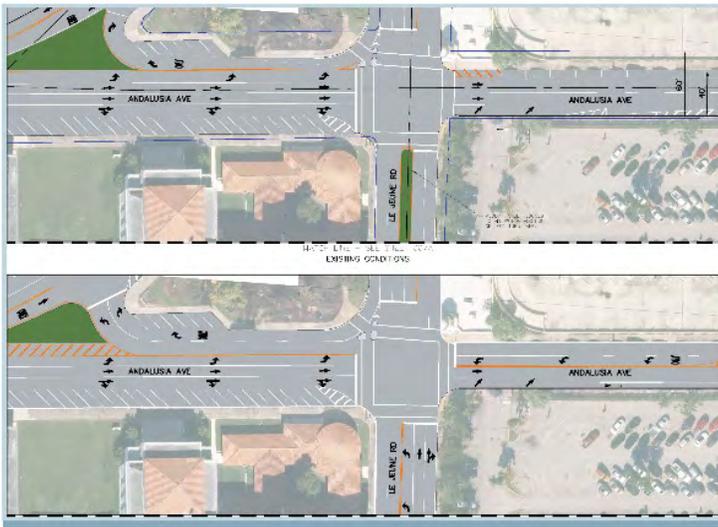
150 West Flagler Street
 Suite 1900
 Miami, Florida 33130

305.375.1837
 maria.vilches@mdtpo.org

Coral Gables Traffic Impact Study Consulting Services

Coral Gables, FL

Kimley-Horn has performed traffic and roadway engineering assignments under this contract on behalf of the City of Coral Gables. The scope of the contract includes assignments that furthers the City’s Multimodal Transportation Plan including traffic engineering studies and roadway design services. Specific tasks include preparing independent traffic impact studies for private developments, project planning, inventory/analysis, project design, engineering, and cost estimation, right-of-way services, and project/construction management. Kimley-Horn is currently completing an analysis of Andalusia Avenue/Valencia Avenue from LeJeune Road to Douglas Road to convert the existing one-way streets to two (2) way streets with bicycle facilities and pedestrian facility enhancements as well as an operational analysis of the potential conversion of the Coral Way/Granada Avenue intersection from signalized intersection to a roundabout. Roadway engineering assignments have included bicycle lane/ traffic calming design for a 4.6-mile section of Alhambra Circle from Coral Way to San Amara Drive, separated bicycle lane design for Salzedo Street for Alhambra Circle to Minorca Avenue, and a streetscape design project in the North Ponce neighborhood on Madeira, Majorca, and Navarre Avenues. Streetscape improvements include intersection bulb outs, raised pedestrian crossings, requiring modifications to existing on street parking.



**Melissa Mojarena De Zayas, P.E.,
 Transportation Division Manager**

**DEPARTMENT OF PUBLIC WORKS
 TRANSPORTATION DIVISION**

2800 SW 72nd Avenue
 Miami, FL 33155

305.460.5128
 mdezayas@coralgables.com

City of Miami Beach Traffic Engineering Consultant Services

Miami Beach, FL

Kimley-Horn is currently working with the City of Miami Beach to provide traffic engineering consulting services. Services include technical aspects of traffic impact studies and site plan reviews. Additional services include valet and rideshare operations review; vehicle, pedestrian, and bicycle circulation review; parking review, including mechanical parking; traffic calming; and loading operations are critical.

**Otniel Rodriguez, P.E.,
 Assistant Director**

**CITY OF MIAMI BEACH
 TRANSPORTATION**

1700 Convention Drive, 3rd Floor
 Miami Beach, FL 33139

305.673.7514
 otnielrodriguez@miamibeachfl.gov

City of Miami Transportation Program Support Services

Miami, FL

Kimley-Horn serves as an extension of the City’s staff assisting in the program management and administration of transportation and transit projects in the City’s Capital Improvements Program (CIP). Kimley-Horn’s responsibilities include providing oversight of projects encompassing planning, design, and construction activities. Project assignments include development of new design standards for traffic calming devices, performance of a Citywide speed limit reduction study, preparation of the Downtown Miami traffic signal cycle length analysis, and management of a citizen request traffic calming database. Neighborhood traffic calming studies were performed for several neighborhoods including The Roads, Spring Garden, Coral Gate, Natoma Manors, Grapeland Heights, Buena Vista, and Shenandoah. Tasks include data collection analysis, recommendations and cost estimating, stakeholder meetings, and FDOT/Miami-Dade County coordination. Kimley-Horn was reelected by the City in 2016 to continue providing these services.



Collin Worth, Project Manager

CITY OF MIAMI

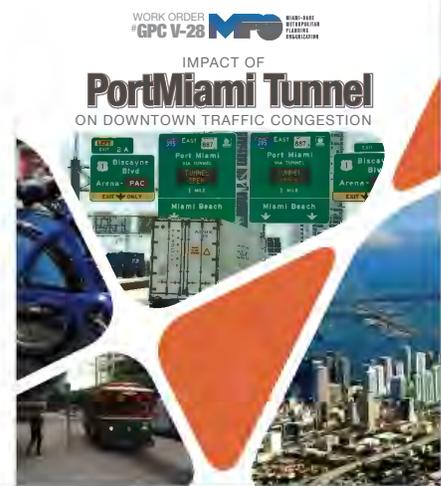
Miami Riverside Center (MRC)
444 SW 2nd Ave
Miami, FL, 33130

305.416.1022
cworth@miamigov.com

PortMiami Transportation Master Plan and Traffic Study

Miami, FL

As part of an ongoing Miami-Dade TPO GPC Contract, Kimley-Horn completed a study to evaluate multimodal congestion of vehicles, services/deliveries, and freight on the Downtown area given the projections that the PortMiami tunnel will reach capacity by year 2035, potentially reintroducing significant freight traffic back into the Downtown transportation grid. Tasks included examination of existing and future traffic operations conditions, identification of constrained locations and congestion deficiencies, and the development of specific operational improvements to accommodate future growth related to Downtown development and the potential resurgence in freight traffic. The study recommendations included improvements to Downtown access ramps to Interstate 95 and the development of potential downtown loading design standards and operational policies to reduce congestion associated with commercial vehicle traffic on the Downtown street network.



Becky Hope, Assistant Director, Planning, Environment & Resiliency

PORTMIAMI

1015 North America Way, 2nd Floor
Miami, Florida 33132

305.347.4972
Becky.Hope@miamidade.gov

8

Client Performance Survey



FORM 2

PERFORMANCE EVALUATION COVER LETTER AND SURVEY

Number of pages including this cover: 2

**RFQ 2023-04 General Transportation Planning and
Traffic Engineering Consultant Services**

August 28, 2023

To: Evelin Legcevic, Traffic Engineering Manager

Phone: 305.679.0034

Fax: N/A

E-mail: evelin.legcevic@miamidade.gov

Re: Performance Evaluation of Miami-Dade Advanced Traffic Management System (ATMS)

To Whom It May Concern:

The Village of Bal Harbour, Florida (the "Village") has issued Request for Qualifications No. 2023-04, requesting proposals from qualified and experienced traffic engineers to conduct General Transportation Planning and Traffic Engineering Consultant Services. The above-referenced company has chosen to participate in this solicitation process and has listed you as a past or current client for whom they have done work.

In connection with its solicitation, the Village collects past performance information on firms and contractors that provide professional services and compete for Village contracts. The information you provide will be used to assist the Village in the selection of a firm to provide asphalt, concrete, and paver repair services to the Village by a licensed contractor. Both the company and the Village would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to survey to Mauricio Escarra at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at mescarra@balharbourfl.gov.

Thank you for your time and effort in this matter.

Name, Title

Adrian K. Dabkowski, P.E., PTOE, Project Manager
Kimley-Horn and Associates, Inc.

**PERFORMANCE EVALUATION SURVEY
VILLAGE OF BAL HARBOUR RFQ NO. 2023-04**

Company Name: Kimley-Horn and Associates, Inc.

Point of Contact: Adrian K. Dabkowski, P.E., PTOE, Project Manager

Phone and email: 954.535.5144; adrian.dabkowski@kimley-horn.com

Nature of services provided: Traffic Engineering

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

NO.	CRITERIA	SCORE (1 to 10)
1	Ability to perform the requested services	
2	Accessibility of firm's staff and principals	
3	Ability to ensure the project is completed on-time and within budget	
4	Responsiveness	
5	Quality of services provided	
6	Quality and accuracy of on-site inspection	
7	Ability to respond to feedback	
8	Professionalism	
9	Overall customer satisfaction	

Overall Comments:

Company providing Referral: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

Thank you for your time and effort. Please return this form to Mauricio Escarra at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at mescarra@balharbourfl.gov.

FORM 2

PERFORMANCE EVALUATION COVER LETTER AND SURVEY

Number of pages including this cover: 2

**RFQ 2023-04 General Transportation Planning and
Traffic Engineering Consultant Services**

August 28, 2023

To: Maria T. Vilches-Landa, Deputy Director – Transportation

Phone: 305.375.2069

Fax: N/A

E-mail: maria.vilches@mdtpo.org

Re: Performance Evaluation of – Miami-Dade TPO General Planning Consultant (GPC I-V, and VII) Contracts, Miami-Dade County, FL

To Whom It May Concern:

The Village of Bal Harbour, Florida (the “Village”) has issued Request for Qualifications No. 2023-04, requesting proposals from qualified and experienced traffic engineers to conduct General Transportation Planning and Traffic Engineering Consultant Services. The above-referenced company has chosen to participate in this solicitation process and has listed you as a past or current client for whom they have done work.

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Thank you for your time and effort in this matter.

Name, Title

Adrian K. Dabkowski, P.E., PTOE, Project Manager
Kimley-Horn and Associates, Inc.

**PERFORMANCE EVALUATION SURVEY
VILLAGE OF BAL HARBOUR RFQ NO. 2023-04**

Company Name: Kimley-Horn and Associates, Inc.

Point of Contact: Adrian K. Dabkowski, P.E., PTOE, Project Manager

Phone and email: 954.535.5144; adrian.dabkowski@kimley-horn.com

Nature of services provided: Traffic Engineering

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

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FORM 2

PERFORMANCE EVALUATION COVER LETTER AND SURVEY

Number of pages including this cover: 2

**RFQ 2023-04 General Transportation Planning and
Traffic Engineering Consultant Services**

August 28, 2023

To: Melissa Mojarena De Zayas, P.E., Transportation Division Manager

Phone: 305.460.5128

Fax: N/A

E-mail: mdezayas@coralgables.com

Re: Performance Evaluation of Coral Gables Traffic Impact Study Consulting Services

To Whom It May Concern:

The Village of Bal Harbour, Florida (the "Village") has issued Request for Qualifications No. 2023-04, requesting proposals from qualified and experienced traffic engineers to conduct General Transportation Planning and Traffic Engineering Consultant Services. The above-referenced company has chosen to participate in this solicitation process and has listed you as a past or current client for whom they have done work.

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Name, Title

Adrian K. Dabkowski, P.E., PTOE, Project Manager
Kimley-Horn and Associates, Inc.

**PERFORMANCE EVALUATION SURVEY
VILLAGE OF BAL HARBOUR RFQ NO. 2023-04**

Company Name: Kimley-Horn and Associates, Inc.

Point of Contact: Adrian K. Dabkowski, P.E., PTOE, Project Manager

Phone and email: 954.535.5144; adrian.dabkowski@kimley-horn.com

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FORM 2

PERFORMANCE EVALUATION COVER LETTER AND SURVEY

Number of pages including this cover: 2

**RFQ 2023-04 General Transportation Planning and
Traffic Engineering Consultant Services**

August 28, 2023

To: Otniel Rodriguez, P.E., Assistant Director

Phone: 305.673.7514

Fax: N/A

E-mail: OtnielRodriguez@miamibeachfl

Re: Performance Evaluation of City of Miami Beach Traffic Engineering Consultant Services,

To Whom It May Concern:

The Village of Bal Harbour, Florida (the "Village") has issued Request for Qualifications No. 2023-04, requesting proposals from qualified and experienced traffic engineers to conduct General Transportation Planning and Traffic Engineering Consultant Services. The above-referenced company has chosen to participate in this solicitation process and has listed you as a past or current client for whom they have done work.

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Name, Title

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Kimley-Horn and Associates, Inc.

**PERFORMANCE EVALUATION SURVEY
VILLAGE OF BAL HARBOUR RFQ NO. 2023-04**

Company Name: Kimley-Horn and Associates, Inc.

Point of Contact: Adrian K. Dabkowski, P.E., PTOE, Project Manager

Phone and email: 954.535.5144; adrian.dabkowski@kimley-horn.com

Nature of services provided: Traffic Engineering

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

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FORM 2

PERFORMANCE EVALUATION COVER LETTER AND SURVEY

Number of pages including this cover: 2

**RFQ 2023-04 General Transportation Planning and
Traffic Engineering Consultant Services**

August 28, 2023

To: Collin Worth, Transportation Project Manager

Phone: 305.416.1022

Fax: N/A

E-mail: cworth@miamigov.com

Re: Performance Evaluation of City of Miami Transportation Program Support Services

To Whom It May Concern:

The Village of Bal Harbour, Florida (the "Village") has issued Request for Qualifications No. 2023-04, requesting proposals from qualified and experienced traffic engineers to conduct General Transportation Planning and Traffic Engineering Consultant Services. The above-referenced company has chosen to participate in this solicitation process and has listed you as a past or current client for whom they have done work.

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Name, Title

Adrian K. Dabkowski, P.E., PTOE, Project Manager
Kimley-Horn and Associates, Inc.

**PERFORMANCE EVALUATION SURVEY
VILLAGE OF BAL HARBOUR RFQ NO. 2023-04**

Company Name: Kimley-Horn and Associates, Inc.

Point of Contact: Adrian K. Dabkowski, P.E., PTOE, Project Manager

Phone and email: 954.535.5144; adrian.dabkowski@kimley-horn.com

Nature of services provided: Traffic Engineering

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

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FORM 2

PERFORMANCE EVALUATION COVER LETTER AND SURVEY

Number of pages including this cover: 2

**RFQ 2023-04 General Transportation Planning and
Traffic Engineering Consultant Services**

August 28 , 20 23

To: Becky Hope, Project Manager

Phone : 305.347.4972

Fax: N/A

E-mail: Becky.Hope@miamidade.gov

Re: Performance Evaluation of PortMiami Transportation Master Plan and Traffic Study

To Whom It May Concern:

The Village of Bal Harbour, Florida (the “Village”) has issued Request for Qualifications No. 2023-04, requesting proposals from qualified and experienced traffic engineers to conduct General Transportation Planning and Traffic Engineering Consultant Services. The above-referenced company has chosen to participate in this solicitation process and has listed you as a past or current client for whom they have done work.

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Thank you for your time and effort in this matter.

Name, Title

Adrian K. Dabkowski, P.E., PTOE, Project Manager
Kimley-Horn and Associates, Inc.

**PERFORMANCE EVALUATION SURVEY
VILLAGE OF BAL HARBOUR RFQ NO. 2023-04**

Company Name: Kimley-Horn and Associates, Inc.

Point of Contact: Adrian K. Dabkowski, P.E., PTOE, Project Manager

Phone and email: 954.535.5144; adrian.dabkowski@kimley-horn.com

Nature of services provided: Traffic Engineering

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

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Overall Comments:

Company providing Referral: _____

Contact Name: _____

Contact Phone and e-mail: _____

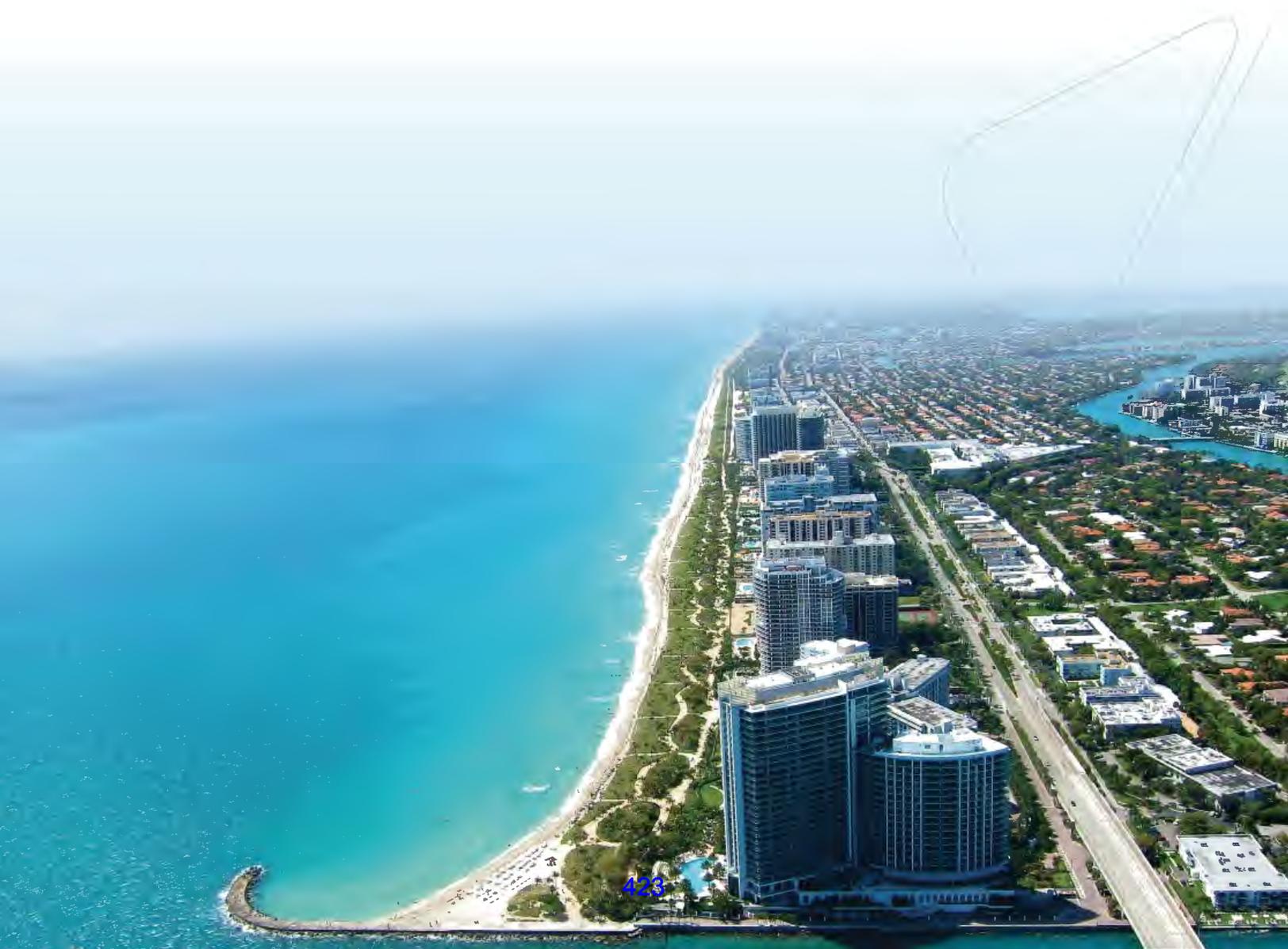
Date of Services: _____

Dollar Amount for Services: _____

Thank you for your time and effort. Please return this form to Mauricio Escarra at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at mescarra@balharbourfl.gov.

9

Additional Forms



FORM 3
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Pursuant to Florida Statutes Section 287.087 ("Preference to Businesses with Drug-Free Workplace Programs"), whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES , NO

NAME OF BUSINESS: Kimley-Horn and Associates, Inc.

SIGNATURE:  _____

FORM 4
SWORN STATEMENT PURSUANT TO
FLORIDA STATUTE SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Bal Harbour Village, Florida.
by: John McWilliams, P.E., Senior Vice President
(print individual's name and title)
for: Kimley-Horn and Associates, Inc.
(print name of entity submitting sworn statement)
whose business address is: 2 Alhambra Plaza, Suite 500, Coral Gables, FL 33134
and (if applicable) its Federal Employer Identification Number (FEIN) is:
EIN 56-0885615.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



Signature

Sworn to and subscribed before me this 25 day of August, 2023.

Personally known _____

OR

Produced identification _____

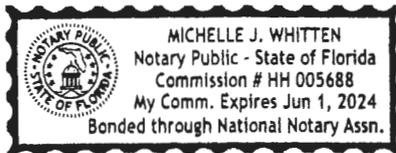
Type of identification

Notary Public, State of *Florida*

My commission expires: *6/1/2024*



Printed, typed or stamped commissioned name of notary public



BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING A PROGRAM OF RECOGNITION FOR THE MEMBERS OF THE BAL HARBOUR VILLAGE ARCHITECTURAL REVIEW BOARD, BUDGET ADVISORY COMMITTEE, RESORT TAX COMMITTEE; AND POLICE OFFICERS' RETIREMENT BOARD.

Issue:

Should the Village Council approve a program to recognize members of the Village's boards and committees?

The Bal Harbour Experience:

- Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: Recognition of board and committee members.

Item Summary / Recommendation:

The Village has two committees and two boards, the Architectural Review Board, Budget Advisory Committee, Resort Tax Committee, and the Police Officers' Retirement Board, made up of residents and others who volunteer their time to serve, with each member tasked with providing guidance and recommendations on specific matters pertaining to the scope of the respective board or committee.

In recognizing the invaluable contributions of the board and committee members, it is proposed in the same manner completed in 2022, that each member receive a \$500 gift card. There is a total of up to twenty board and committee assignments that would be eligible, assuming there are no vacancies in any of these seats. At \$500 per assignment, the total amount expected to fund this program for the year would be approximately \$10,000, exclusive of the approximately \$200 required for the gift card purchase fees, handling fees, and shipping.

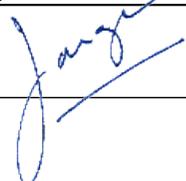
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	\$10,200	Miscellaneous -General Gov	01-19-504990

Sign off:

Human Resources Director	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Claudia Dixon	Jorge M. Gonzalez



BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: October 17, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A PROGRAM OF RECOGNITION FOR THE MEMBERS OF THE BAL HARBOUR VILLAGE COMMITTEES, INCLUDING THE ARCHITECTURAL REVIEW BOARD, BUDGET ADVISORY COMMITTEE, THE RESORT TAX COMMITTEE; AND THE POLICE OFFICERS PENSION BOARD, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

During the July 2022 Village Council Meeting, Councilman David Albaum included an item to discuss recognizing the members of the various Village boards and committees. Following deliberations, the Village Council passed a Resolution in October 2022 to acknowledge each board and committee member with a \$500 gift card. Subsequently, in December 2022, the gift cards were distributed to the deserving individuals as a token of appreciation for their dedicated service.

Bal Harbour Village has two boards and two committees, made up of residents and other individuals who are appointed to serve, with each member tasked with providing guidance and recommendations on specific matters pertaining to the scope of the board or committee. The boards and committees in Bal Harbour Village include: (1) Architectural Review Board, (2) Budget Advisory Committee, (3) Resort Tax Committee, (4) and the Police Officers' Pension Board. Below is a summary of each:

Architectural Review Board

The Bal Harbour Village Code creates the Architectural Review Board (ARB) as a governmental agency of the Village. As stated in the Code, the membership is as follows: "Four members of the ARB shall be either registered architects or registered landscape architects but need not be residents of the Village. One member of the ARB shall be a resident layperson of the Village, provided that the resident has familiarity with architecture, construction, plans review, or similar relevant knowledge. Members of the ARB shall be appointed by a majority vote of the Village Council." The current members of the ARB, along with their original appointment date include:

Reinaldo Borges	February 25, 2020
Elizabeth Camargo	November 17, 2020
Nathan VanDeman	July 20, 2021
David Koplowitz	April 11, 2022
Jose Gomez	December 13, 2022

Budget Advisory Committee

The Bal Harbour Village Code creates the Budget Advisory Committee (BAC) to serve in an advisory capacity to the Village Council with the following duties: (1) To make recommendations to the Village Council for the implementation of sound fiscal policies and procedures, and (2) To make recommendations regarding construction of the annual Village budget and establishment of millage rate. There are five members of the BAC, with the Mayor and each Councilmember appointing one member each. The current members of the BAC, along with their original appointment date include:

Neca Logan	March 4, 2018
Andrew Shechtel	March 10, 2021
Raj Singh	June 13, 2013
Raymond Slate	June 12, 2017
Samuel Falic	June 8, 2023

Resort Tax Committee

The Bal Harbour Village Code creates the Resort Tax Committee (RTC) to act in an advisory capacity with matters pertaining to the Village's Resort Tax.

According to the Code, the RTC shall consist of seven members. Each of the seven members shall be persons who either work or reside in Bal Harbour and have experience in tourism and/or tourism related activities. At least four of the RTC members shall be residents of the Village. Each member of the Village Council shall appoint one member of the RTC. The remaining seats shall be filled by representatives of entities that collect the Village resort tax, who shall be selected by a majority vote of the Village Council. The current members of the RTC, along with their original appointment date include:

Adrianna Calcaterra	July 19, 2022
Priscilla Khanna	March 8, 2019
Jeff Lehman	January 28, 2021
Steve Scott	November 17, 2020
Peter Willis	January 29, 2018
Zushie Litkowski	December 8, 2022
Jassi Lekach Antebi	January 8, 2023

Police Officers' Retirement Board

The Bal Harbour Village Code creates the Police Officer's Retirement Board which shall be vested with legal title to oversee the assets and investments of this plan.

According to the Code, the Board shall consist of two residents of the Village of Bal Harbour, who shall be appointed by the Village Council, two Bal Harbour Police who shall be elected by a majority of the Police Officers who are members of the Plan, and one trustee selected by the other four, who shall be appointed, as a ministerial act by the Village Council, shall constitute the Retirement Board. The current non-Police Officer members of the Retirement Board, along with their original appointment date include:

Daniel Gold	August 10, 2009
Mitchell Lieberman	April 20, 2021
Joel Mesznik	November 18, 2018

ANALYSIS

Recognition of board & committee members, comprised of both residents and appointed individuals, is a prudent strategy to acknowledge these members for their active participation and community service. These boards and committees play a crucial role in providing guidance and recommendations on specific matters aligned with their respective scopes of focus.

In recognizing the invaluable contributions of the boards and committee members, it is proposed in the same manner completed in 2022, that each member receive a \$500 gift card. These Visa debit gift cards are a practical and versatile token of acknowledgment. The cards do not have any fees attached, ensuring that the entire card amount is available for use by the recipients. Furthermore, the cards are custom printed, adding a personal touch to the recognition and making this gesture a memorable and meaningful token of gratitude for the dedication and efforts of our committee members.

There is a total of up to twenty board and committee assignments that would be eligible, assuming there are no vacancies in any of these seats. At \$500 per board or committee assignment, the total amount expected to fund this program for the year would be approximately \$10,000, exclusive of the approximately \$200 required for the gift card purchase fees, handling fees, and shipping.

THE BAL HARBOUR EXPERIENCE

The collective work of the Architectural Review Board, Budget Advisory Committee, the Resort Tax Committee, and the Police Officers' Retirement Board each contribute to all of the elements of *The Bal Harbour Experience*.

CONCLUSION

Members who serve on Village boards or committees are volunteers who give their time to the Village and collectively contribute significantly to helping Bal Harbour Village achieve its mission and vision. As such, it is recommended that the Council approve this item to recognize and thank each of the board and committee members.

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A PROGRAM OF RECOGNITION FOR THE MEMBERS OF THE BAL HARBOUR VILLAGE ARCHITECTURAL REVIEW BOARD, BUDGET ADVISORY COMMITTEE, RESORT TAX COMMITTEE AND POLICE OFFICERS RETIREMENT BOARD; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bal Harbour Village is reliant on its committees and boards to play an important role in decision-making and governance, impacting Village residents and the community-at-large; and

WHEREAS, members of the Architectural Review Board, the Budget Advisory Committee the Resort Tax Committee and the Police Officers Retirement Board serve as volunteers but devote considerable time and effort attendant to their responsibilities as Village board and committee members; and

WHEREAS, at the October 23, 2022 Village Council meeting, the Council approved the recognition and ratified the \$500 Visa debit gift card to board and committee members for their service in the prior year; and

WHEREAS, staff wishes to maintain the recognition program for the current year and distribute each member a Visa debit gift card in the amount of \$500; and

WHEREAS, the Council has determined that it is in the best interest of the Village to continue the recognition program for the members of these boards/committees in gratitude for their service to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Recognition Program Continued. That the continuation of the program recognizing the contributions of Village board and committee members consisting of a Visa debit gift card by the members is hereby approved.

Section 3. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the Resolution.

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 17th day of October, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL APPROVING THE VILLAGE OF BAL HARBOUR'S ENROLLMENT INTO THE AARP (FORMERLY KNOWN AS THE AMERICAN ASSOCIATION OF RETIRED PERSONS) AGE-FRIENDLY COMMUNITIES INITIATIVE.

Issue:

Should the Village of Bal Harbour pursue enrollment with the AARP Age-Friendly Communities Initiative to leverage resources and support in building a community that is livable for all ages and abilities?

The Bal Harbour Experience:

Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

Across the globe, people are living longer and populations are growing older. Miami-Dade County has the largest population of older adults (60 and over) in the State of Florida. As of 2021, Bal Harbour Village residents age 62 and over account for 39.7% of the population, according to 2021 Census data.

The AARP Network of Age-Friendly Communities encourages states, cities, towns and rural areas to prepare for the rapid aging of the American population by paying increased attention to the environmental, economic and social factors that influence the health and well-being of older adults. Members of the initiative commit to taking steps to create a 3-year community-wide plan of action. Participation in the network is free, and provides access to resources and support to evaluating current services, and developing an action plan for creating a more livable community for all ages and abilities.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

N/A

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Rec., Arts & Cult. Dir	Chief Financial Officer	Village Manager
Sylvia Flores	Claudia Dixon	Jorge M. Gonzalez



BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: October 17, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA SUPPORTING THE WORLD HEALTH ORGANIZATION GLOBAL NETWORK OF AGE-FRIENDLY CITIES AND COMMUNITIES PROGRAM AND APPROVING THE VILLAGE OF BAL HARBOUR'S ENROLLMENT INTO THE AARP (FORMERLY KNOWN AS THE AMERICAN ASSOCIATION OF RETIRED PERSONS) AGE-FRIENDLY COMMUNITIES INITIATIVE; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Data suggests that if an individual reaches 65 years of age, it is likely this individual will live until 85. Miami-Dade County has the largest number of older adult residents in Florida (nearly half a million are age 60 or older) and that number is expected to double in the next 25 years. How well Miami-Dade responds to the aging phenomenon will depend on how well we prepare our communities to do so.

The AARP Network of Age-Friendly Communities encourages states, cities, towns and rural areas to prepare for the rapid aging of the American population by paying increased attention to the environmental, economic and social factors that influence the health and well-being of older adults. This network is part of the larger World Health Organization (WHO) Global Network for Age-friendly Cities and Communities. The WHO Global Network for Age-friendly Cities and Communities (the Network) was established to foster the exchange of experience and mutual learning between cities and communities worldwide.

The Miami-Dade Age-Friendly Initiative launched its Action Plan for an Age-Friendly Miami-Dade. The overarching goal of this plan and for the Initiative is to create a community for all ages, where older adults in Miami-Dade can stay active and healthy with dignity and enjoyment. The Action Plan was developed using a results-based accountability framework to guide the collaboration among the Miami-Dade Age-Friendly Initiative partner organizations, which include the AARP Florida, Alliance for Aging, Miami-Dade County, Health Foundation of South Florida, United Way of Miami-Dade and Urban Health Partnerships.

Currently, there are more than 200 cities and counties in the United States that are listed as part of the network. Miami-Dade County joined the network in November 2016. The following Miami-Dade County communities are members of the network:

- Coral Gables (2018)
- Cutler Bay (2016)
- Doral (2020)
- Hialeah (2021)
- Miami (August 2018)
- Miami Beach (2020)
- Miami Gardens (2021)
- Miami Lakes (2018)
- Miami Shores (2018)
- Palmetto Bay (2017)
- Pinecrest (2016)
- West Kendall (2022)

ANALYSIS

Across the globe, people are living longer and populations are growing older. Miami-Dade has the largest population of older adults in the State of Florida with more than half a million older adults age 60 and over. This population is expected to continue to grow to more than 800,000 people by 2040, representing 25% of the County's total population (Source: Florida Population Studies: Population Projections by Age, Race, and Hispanic Origin for Florida and Its Counties 2015-2040 with Estimates for 2013, University of Florida, Bureau of Economic and Business Research).

Unfortunately, most communities were not built for this shift in demographics. Our economies, policies, and communities were not designed to accommodate an aging population of this size or prepare it to age in place. Our response to this significant population shift will rely heavily on how well we prepare and engage all segments of our community including government, businesses and residents. Members of the Age-Friendly Communities Initiative commit to making their community more age-friendly by taking the following steps:

Step 1: Entering the AARP Network of Age-Friendly Communities by submitting an application and a corresponding letter of commitment to the initiative's goals.

Step 2: Conducting a planning phase that has four elements:

- a. Identifying the mechanisms to involve older people throughout the Village's Age-Friendly effort;
- b. Conducting a baseline assessment of the Village's age-friendliness;
- c. Developing a 3-year village-wide plan of action based on the assessment findings; and
- d. Identifying progress indicators to enable the monitoring of the initiative's progress.

The 3-year village-wide plan will have the following eight (8) domains of focus with the overarching goal of involving a series of policy, systems and environment changes and actions that ultimately ensure our community is inclusive and accessible to adults of all ages. These domains include:

1. Outdoor spaces and buildings - accessibility to and availability of clean, safe community centers, parks, and other recreational facilities;
2. Transportation - safe and affordable modes of private and public transportation, "Complete Streets" types of initiatives, hospitable built environments;
3. Housing - wide range of housing options for older residents, aging in place and other home modification programs, housing that is accessible to transportation and community and health services;
4. Social participation - access to leisure and cultural activities; opportunities for older residents to participate in social and civic engagement with their peers and younger people;
5. Respect and social inclusion - programs to support and promote ethnic and cultural diversity, programs to encourage multigenerational interaction and dialogue, programs to combat loneliness and isolation among older residents;
6. Civic participation and employment - promotion of paid work and volunteer opportunities for older residents; opportunities for older residents to engage in the formulation of policies relevant to their lives;
7. Communication and information - promotion of and access to the use of technology to keep older residents connected to their community and friends and family, both near and far; and
8. Community support and health services - access to homecare services, clinics, and programs to promote active aging (physical exercise and healthy habits).

Step 3: Implementing our community's action plan within two years of joining the network and submitting it to WHO for review and endorsement. Upon endorsement by WHO, our community would have three years to implement the action plan and submit a progress report to WHO.

Step 4: Continuously seeking ways to stay connected to the network and build upon its various efforts.

THE BAL HARBOUR EXPERIENCE

Participating in the AARP Network of Age-Friendly Communities will allow Bal Harbour Village to leverage resources and support to evaluate the livability of our community and implement strategies to ensure that we are providing a beautiful destination, unique and elegant social opportunities, and a safe environment for adults of all ages.

CONCLUSION

Given the many positive benefits of the AARP Age-Friendly Communities Initiative, I recommend approval of this item.

Attachments:

1. Miami-Dade County Age-Friendly Action Plan (2019 - 2021)
2. Draft Letter Requesting Membership

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA SUPPORTING THE WORLD HEALTH ORGANIZATION GLOBAL NETWORK OF AGE-FRIENDLY CITIES AND COMMUNITIES PROGRAM; APPROVING THE VILLAGE OF BAL HARBOUR'S ENROLLMENT INTO THE AARP AGE-FRIENDLY COMMUNITIES INITIATIVE; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the global population of people aged 60 and over is expected to more than double from 841 million in 2013 to almost 2 billion by 2050; and

WHEREAS, in the United States, the population of people aged 65 and over is expected to grow from 35 million in 2000 to 88.5 million by 2050, taking the total share of the 65+ population from 12 percent to 20 percent of the total population; and

WHEREAS, the Miami-Dade County population age 60 and over is expected to grow to over 800,000 by 2040, representing 25% of the total population of Miami-Dade County; and

WHEREAS, as of 2021, the Village of Bal Harbour demographic age 62 and over accounted for 39.7% of our population; and

WHEREAS, research shows that older Americans are looking to their communities for support so that they can stay in their homes and communities as long as possible; and

WHEREAS, the Village of Bal Harbour believes that older adults should have opportunities, options, and environments to stay active, engaged, and healthy with dignity and enjoyment; and

WHEREAS, active aging is a life-long process, whereby an age-friendly community is not just "elder-friendly" but also intended to be friendly for all ages; and

WHEREAS, the World Health Organization (WHO) has developed a Global Network of Age-Friendly Cities and Communities to encourage and promote public policies to increase the number of cities and communities that support healthy aging and thereby improve the health, well-being, satisfaction, and quality of life for older Americans; and

WHEREAS, the WHO has noted that “making cities and communities age-friendly is one of the most cost-effective policy approaches for responding to demographic aging,”; and

WHEREAS, the WHO has developed eight domains of community life that influence the health and quality of life of older people:

1. **Outdoor spaces and buildings** - accessibility to and availability of clean, safe community centers, parks, and other recreational facilities;
2. **Transportation** - safe and affordable modes of private and public transportation, “Complete Streets” types of initiatives, hospitable built environments;
3. **Housing** - wide range of housing options for older residents, aging in place and other home modification programs, housing that is accessible to transportation and community and health services;
4. **Social participation** - access to leisure and cultural activities; opportunities for older residents to participate in social and civic engagement with their peers and younger people;
5. **Respect and social inclusion** - programs to support and promote ethnic and cultural diversity, programs to encourage multigenerational interaction and dialogue, programs to combat loneliness and isolation among older residents;
6. **Civic participation and employment** - promotion of paid work and volunteer opportunities for older residents; opportunities for older residents to engage in the formulation of policies relevant to their lives;
7. **Communication and information** - promotion of and access to the use of technology to keep older residents connected to their community and friends and family, both near and far; and;
8. **Community support and health services** - access to homecare services, clinics, programs to promote active aging (physical exercise and healthy habits); and

WHEREAS, the WHO recognizes that counties, cities and communities have different needs, resources, and varying capacities to engage their resources to take action to facilitate active aging; and

WHEREAS, well-designed, livable communities promote health and sustain economic growth, and they foster the growth and development of healthier, happier residents of all ages; and

WHEREAS, Miami-Dade County has joined the WHO Age-Friendly Cities and Communities Network of municipalities encouraging and promoting public policies supporting healthy aging; and

WHEREAS, the Miami-Dade Age-Friendly Initiative works to create a community for all ages, where residents can grow older with dignity and live active, healthy lives.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Expression of Support. That Bal Harbour supports initiatives and opportunities to engage in the WHO Age-Friendly Cities and Communities Network of municipalities and the Village's enrollment into the AARP Network of Age-Friendly Communities. Bal Harbour will work with its staff, departments and stakeholders and partner with the Miami-Dade Age-Friendly Initiative in order to encourage and promote public policies or plans that consider older adults and support healthy aging in Bal Harbour, and Miami-Dade County as a whole. Upon approval of resolution, Village staff will submit an application along with letter of commitment to the initiative's goals to AARP Florida.

Section 3. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 17th day of October, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.



Action Plan for an Age-Friendly Miami-Dade

2019 - 2021



AGE FRIENDLY INITIATIVE
Miami-Dade County



Acknowledgements

The Miami-Dade Age-Friendly Initiative was developed in order to take advantage of the opportunities and meet the challenges presented by the growing number of older adults in South Florida. This Initiative would not be possible without the collective work and impact of supporters and partner organizations. We gratefully acknowledge the funding provided by the Grantmakers in Aging's (GIA) Community AGenda through support from the Pfizer Foundation, which was crucial in the beginning stages of this project and helped us lay the backbone for sustainability of the initiative. Additional funding from Health Foundation of South Florida, United Way of Miami-Dade, AARP Florida, and HSBC has also helped support and expand the work being done. The Miami-Dade Age-Friendly Initiative has benefited at all phases from the guidance and collaboration from many agencies and organizations that came together with the common goal of shaping our community for all ages, the members of which we warmly thank for their donation of time, knowledge, and support:

Lead Agencies

AARP Florida
Alliance for Aging
Florida Department of Health in Miami-Dade
Health Foundation of South Florida
Miami-Dade County
Miami-Dade Transportation Planning Organization
United Way of Miami-Dade
Urban Health Partnerships

Leadership Committee

Maria Alonso, President & CEO, United Way of Miami-Dade
Aileen Boucle, **Executive Director**, Miami-Dade Transportation Planning Organization
Laura Cantwell, Associate Director of Advocacy & Outreach, AARP Florida
Anamarie Garces, CEO, Urban Health Partnerships
Dr. Steve Marcus, CEO & President, Health Foundation of South Florida
Max Rothman, President & CEO, Alliance for Aging
Michael Spring, Senior Advisory, Miami-Dade County

Coordinating Staff

Ana "Teri" Busse-Arvesu, **Senior Advocate**, Office of the Mayor, Miami-Dade County
Martine Charles, Director of Planning & Population Aging, Alliance for Aging
Yasmin Dias Guichot, **MS, MPH**, Program Officer, Health Foundation of South Florida
Mary Donworth, Group Vice President, Community Impact, United Way of Miami-Dade
Victoria Funes, Associate State Director, AARP Florida
David Henderson, Intermodal Manager, Miami-Dade Transportation Planning Organization
Andrea Iglesias, Executive Director, Urban Health Partnerships
Isabel Rovira, AFI Manager, Co-Founder & COO, Urban Health Partnerships
Linda Schotthoefer, Director, Community Initiatives, Impact Team, United Way of Miami-Dade

Stakeholder Advisory Committee

Raymond Adrian, Unidad of Miami Beach
Francine Anderson, Miami-Dade County
 Department of Cultural Affairs
Teresita Ascanio, Miami-Dade County
Adele R. Bagley, Miami-Dade County
Gretchen Bessing, Catalyst Miami
Santiago Bunce, Catalyst Miami
Ana “Teri” Busse-Arvesu, Miami-Dade County
Laura Cantwell, AARP Florida
Daniella Levine Cava, Miami-Dade County
 Commission, District 8
Carmen Centeno, Miami-Dade County
Martine Charles, Alliance for Aging
Paulo Chaves, FIU, Herbert Wertheim College of
 Medicine
Luis Collazo, Town of Miami Lakes, Communities for
 a Lifetime
Olga Connor, Florida Department of Health in
 Miami-Dade County
Yanira Cruz, National Hispanic Council on Aging,
Sara J. Czaja, University of Miami, Miller School of
 Medicine
Mary Donworth, United Way of Miami-Dade
Mayra Dominguez, Angel’s Potions
Corky Dozier, Coconut Grove Arts & Historic
 Association
Kamalah Fletcher, American Red Cross
Ramona Frischman, Gray Panthers of South Dade
Victoria Funes, AARP Florida
Shari Gantman, Health Foundation of South Florida
Anamarie Garces, Urban Health Partnerships
Amanda Groski, United Way of Miami-Dade
Ali Habashi, University of Miami
Mari Saydal Hamilton, Miami-Dade County
Eric Hansen, Miami-Dade Parks, Recreation & Open
 Spaces
David Henderson, Miami-Dade Transportation
 Planning Organization
Maria Eugenia Hernandez, National Hispanic
 Council on Aging
Susan Holtzman, Office of Commissioner Daniela
 Levine Cava
Barbara A. (Bobbie) Ibarra, Miami Coalition for the
 Homeless, Greater Miami Chamber of Commerce
Andrea Iglesias, Urban Health Partnerships
Kevin M. Kirwin, City of Miami Parks & Recreation

Dana Kulvin, Miami Jewish Health Systems
Lydia Lopez, Miami-Dade County Office of the
 Mayor
Sue Loyzelle, Town of Cutler Bay
Steven Marcus, Health Foundation of South Florida
Nenha Martin Young, United Way of Miami-Dade
Iveris L. Martinez, FIU Herbert Wertheim College of
 Medicine, Department of Humanities, Health &
 Society
Edeline Modestin, Miami-Dade County Office of the
 Mayor
Maria Nardi, Miami-Dade County Parks, Recreation
 & Open Spaces
Gabe Ochoa, YMCA of South Florida
Natalie Pascarella, Miami-Dade County
Martha Pelaez, Health Foundation of South Florida
G. Adriana Perez, College of Nursing and Health
 Innovation, Arizona State University
Maria (Marilyn) Rams, AARP Foundation
 WorkSearch /Town of Cutler Bay Communities for a
 Lifetime
Lillian Rivera, Miami-Dade County Health
 Department
Carlos Roa, Miami-Dade Metropolitan Planning
 Organization
Ralph Rosado, Rosado & Associates
Max Rothman, Alliance for Aging
Isabel Rovira, Urban Health Partnerships
David Saltman, Florida International University
Mari Saydal Hamilton, Miami-Dade County
Linda Schotthoefer, United Way of Miami-Dade
Jaclyn Schwartz, Florida International University
Ashley Snow, Rebuilding Together Miami
Michael Spring, Miami-Dade County Office of the
 Mayor
Angelica Suarez, Miami-Dade County
 Communications
Enrique Vega Garcia, Pan American Health
 Organization / World Health Organization
 (PAHO/WHO)
Edgar R. Vieira, Florida International University,
 Department of Physical Therapy
Noelene Westman, Gray Panthers of South Dade
Peter Wood, Health Foundation of South Florida

Older Adult Advisory Committee

Linda Alger
Silvia Anderson
Sandy Bermeo
Daniel Brady, PhD
Barbara Byrne
Enrique Chang
Jose Compel, Jr.
Susan D'Agostino

Anush Dawidian
Debra Dawkins
Larry Dent
Ramona Frishman
Haidar Hechem
Wendy Kirby
Sid Lambersky
Dianne Lambersky

Lillian May
Ronald Ploude
Maria Rodriguez
Michael Salemn
Islara Souto, MPH
Monica Val
Deborah Wilson

Action Plan Work Group & Update

The first version of this Action Plan was developed in 2015 by an Action Plan Work Group comprised of members of the lead agencies and Advisory Committee who met to discuss, research, and strategize on the issues related to older adults in Miami-Dade County and begin to draft a plan to take steps toward making Miami-Dade more age-friendly. This second version, updated in 2017, was developed based on the progress the advisory committees and working groups have made over the past two years, and is reflective of the results of the AARP randomized survey and the Miami-Dade AFI community survey of adults over the age of 50. It also includes input from the Lead Agencies, Coordinating Staff, Stakeholder Advisory Committee, Older Adult Advisory Committee and others. The Older Adult Advisory Committee was established in 2017 and played an important role in providing feedback on the plan. Members of the Older Adult Advisory Committee will continue to meet on a quarterly basis, to provide feedback and input on the initiative and help guide the work in order to ensure we are meeting the wants and needs of older adults in Miami Dade. These updates were made to address Miami-Dade's recent joining of the Network of Age-Friendly Communities to include indicators and updated strategies, resources and partners. In addition, due to the effects of Hurricane Irma in 2017, emergency preparedness has become an important focus and has been woven into this plan.

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Introduction



About the Miami-Dade Age-Friendly Initiative

Data suggests that if an individual reaches 65 years of age, it is likely this individual will live until 85.²⁶ Miami-Dade County has the largest number of older adult residents in Florida (nearly half a million are age 60+), and that population is expected to continue to grow to over 800,000 by 2040, representing 25% of the total population of Miami-Dade County.²⁹ How well Miami-Dade responds to the aging phenomenon will depend on how well we prepare our communities to do so. The Miami-Dade Age-Friendly Initiative is intended to make our community one that fosters a physical and social environment for older adults of all ages to stay active, engaged, and healthy with dignity and enjoyment. Now in its fifth year, the initiative continues to engage local partners across numerous sectors to consider the local successes, assets, needs and gaps present in our community. This initiative is a partnership between several agencies in Miami-Dade County and our lead agencies—AARP Florida, Alliance for Aging, Health Foundation of South Florida, Miami-Dade County, Miami-Dade Transportation Planning Organization, United Way of Miami-Dade and Urban Health Partnerships.

Accomplishments

Focused on building momentum, implementing strategies, and building awareness around the needs of our aging population, some of the Miami-Dade Age-Friendly Initiative’s accomplishments include:

AGE-FRIENDLY LEADERSHIP

- An Advisory Committee has been developed and sustained throughout the Initiative.
- The Miami-Dade County Mayor’s Office has continued to pledge its support and be an important partner of the Miami-Dade Age-Friendly Initiative.
- Seven agencies have signed on to be lead agencies of the Initiative, including AARP Florida, the Alliance for Aging, Health Foundation of South Florida, Miami-Dade County, Miami-Dade Transportation Planning Organization, United Way of Miami-Dade, and Urban Health Partnerships.

- A pledge was developed for local leaders to sign-on to make their communities more age-friendly that was promoted by Miami-Dade Mayor Carlos Gimenez (Mayor's Challenge).
- An Older Adult Advisory Committee has been established and engaged.

AGE-FRIENDLY ACTION PLAN

- A multi-sectorial work group was developed and included interested individuals from all lead agencies as well as other representatives from the Advisory Committee to assist with the development of the action plan.
- An Action Plan for an Age-Friendly Miami-Dade was developed and launched.
- Three initial priority areas for the Initiative were identified including: built environment portions of the Age-Friendly Domains of Outdoor Spaces & Buildings, Transportation, and Housing.
- Two surveys were conducted in the community to understand its needs and update the Action Plan based on results.

AGE-FRIENDLY PARKS

- A county-wide age-friendly park designation process was developed.
- Specific age-friendly capital improvement projects have been identified and added to a list for future funding by Miami-Dade County Parks.
- A marketing campaign was designed and implemented to attract larger numbers of older adults to County parks; increased older adult programming in parks has been offered.
- An Age-Friendly Parks Toolkit was developed to help other communities implement similar age-friendly parks standards, policies, and programming.
- The Initiative collaborated with the Association in Gerontology in Higher Education's Age-Friendly Design Committee to plan a design charrette with Miami-Dade's Underline. Results will be used to inform the Coconut Grove Station's planning and design process.

AGE-FRIENDLY POLICY

- Miami-Dade County Planning staff reviewed and accepted recommended age-friendly changes to the County's Comprehensive Development Master Plan (CDMP) in the Transportation, Community Health and Design and Land Use elements. Recommended age-friendly changes to CDMP, were unanimously approved by the County and State, and were adopted by the Miami-Dade Board of County Commissioners in 2015.
- The County's Long Range Transportation Plan (Plan 2040) was modified to include specific objectives, measures and transportation analysis with an increased focus on older adults. The LRTP was approved in October 2014 with inclusion of these modifications.
- The Miami-Dade Transit 10Ahead Transportation Development Plan Steering Committee was provided with a series of recommendations for older adults. The Plan's goals, objectives and outreach tactics and the planning process has benefited from an increase in input from older adult residents.
- A toolkit designed to assist state and local governments solicit input from older adults on large-scale public sector transportation projects was developed.
- The Miami-Dade Transportation Planning Organization Governing Board passed a resolution in February 2016 to promote age-friendly projects and design where feasible and to partner with the Miami-Dade Age-Friendly Initiative.
- The Initiative helped to ensure that Miami-Dade County's Complete Streets Design Guidelines considers and incorporates older adults.
- Developed an Older Adults in All Policies Model Resolution for use by municipalities and organizations to ensure older adults are considered in all efforts, policies, and plans.

- The Initiative testified at a hearing for the Special Committee on Aging of the United States Senate in order to share accomplishments and advocate for Age-Friendly communities to combat isolation.

AGE-FRIENDLY AWARENESS

- A Study on Community Leader Attitudes Toward Issues Affecting Older Adults was commissioned and completed by Bendixen & Amandi International.
- Miami-Dade's first Age-Friendly Summit was planned and held in May 2015 for over 150 attendees including elected official, civic leaders, and business leaders to bring attention to the need for a focus on needs of older adults.
- Met with the Editorial Board of the Miami-Herald to discuss issues related to aging in Miami-Dade County and the need for attention toward age-friendly changes in the community.
- Three discussion groups in different Communities in Miami-Dade were held to understand older adults' experiences aging in Miami Dade County, with particular attention to three priority areas: Housing, Transportation, and Parks/Outdoor Spaces and to develop three "stories" or testimonials from older adults in Miami-Dade County that can be used in future discussions of issues with community leaders in Miami-Dade County.
- Held three community workshops related to the initiative's priority areas: Age-Friendly Housing, Parks, and Transportation, which were well attended and received. A total of 108 individuals attended the three workshops collectively.

AGE-FRIENDLY NEIGHBORHOODS

- The Safe Routes to Age in Place (SRTAP) Initiative was launched to help empower older adults and Little Havana residents to recognize needs and help identify changes to improve safety within their neighborhood.
- The Little Havana Safe Routes to Age in Place Virtual Advisory Committee was developed to provide ongoing input to the Florida State Department of Transportation Little Havana Pedestrian Safety Study.
- The paper "An Audit of a Diverse Community for Safe Routes to Age in Place: Environmental Policy Implication," which was based on Phase 1 of our initiative's work, was accepted for publication in the Journal of Gerontological Nursing for the Public Policy Section and appeared in the March 2015 issue.
- Collaborated with Enterprise Community Partners to plan and host an Aging-in-Place Housing Design Charrette in Miami-Dade County. Results will be used to inform the planning and design process of two new developments in Miami-Dade County.
- The Initiative collaborated with AIA Miami and the Consortium for a Healthier Miami-Dade for its FIT CITY conference in 2018 promoting Age-Friendly Active Design.

AGE-FRIENDLY BUSINESS

- The Greater Miami Chamber of Commerce, South Florida Workforce, and other local employers have been engaged related to how we as a County can increase employment opportunities for older adults; two "older adult employment" promotional videos have been created and posted on the Web.
- An Age-Friendly Business District (AFBD) was developed in Little Havana where more than 25 businesses within a quarter-mile of the target location have provided purchasing incentives for older adults to walk every Tuesday to their stores.
- The AFBD was promoted through sites in Little Havana to recruit more patrons as well as evaluate use and response.
- An Age-Friendly Business District (AFBD) Toolkit was developed to help other communities implement similar business districts and age-friendly businesses.

- Age-friendly issues and priorities were successfully injected into the goal-setting discussions of key Committees for the Greater Miami Chamber of Commerce by leveraging relationships with the Greater Miami Chamber of Commerce at goal-setting workshops of three key committees.

AGE-FRIENDLY DESIGNATION

- Garnered support from Miami-Dade County and partners to join the Network of Age-Friendly Communities and assisted Miami-Dade County in applying for and being accepted into the network.
- Miami-Dade County officially joined the AARP and WHO Networks of Age-Friendly Communities becoming the fifth largest community in the United States to join the Network.
- Secured Miami-Dade a spot as one of the 10 cities to be included in the AARP National Age-Friendly Survey for 2017.
- February 22, 2017 was named “Age-Friendly Day” in Miami-Dade County in honor of Miami-Dade joining the Age-Friendly Network.
- Four additional municipalities within Miami-Dade County have committed to joining the network of age-friendly communities including City of Miami, Village of Cutler Bay, Village of Palmetto Bay, and Village of Pinecrest.

About the AARP Network of Age-Friendly Communities

Due to the groundwork laid by the collaborations between Miami-Dade County and the Miami-Dade Age-Friendly Initiative, in 2016, Miami-Dade County applied for and was accepted into the AARP Network of Age-Friendly Communities. Upon joining the network, Miami-Dade became the fifth largest community in the United States to join.

The AARP Network of Age-Friendly Communities is an affiliate of the World Health Organization’s Age-Friendly Cities and Communities Program, an international effort launched in 2006 to help cities prepare for rapid population aging and the parallel trend of urbanization. AARP became the United States affiliate in 2012. Since then, nearly 200 communities in the U.S. have joined the network representing millions of people. Joining the network means that Miami-Dade’s elected leadership has committed to ensuring Miami-Dade becomes a place for older adults to age in place.



**WHO Global Network
for Age-friendly Cities
and Communities**

It also means that the County has entered into the program cycle of continuous planning, implementation, and evaluation. Once a community has joined the network, the steps of the cycle include:

PLANNING PHASE (Year 1-2)

November 2016 – October 2018

- Establishment of mechanisms to involve older people throughout the Age-Friendly community cycle
- A baseline assessment of the age-friendliness of the community.
- Development of a community-wide of action plan based on assessment findings (this plan).
- Identification of indicators to monitor progress.

IMPLEMENTATION & EVALUATION (Year 3-5)

November 2018 – October 2021

- On completion of the planning phase, the action plan will be submitted to the WHO for review and endorsement. Upon endorsement by the WHO, cities will then have a three-year period of implementation. At the end of the period of implementation, cities will be required to submit a progress report to the WHO outlining progress against indicators developed in Phase 1.

CONTINUOUS IMPROVEMENTS (Year 5+)

October 2021 and Beyond

- Upon completion of the implementation and evaluation phase, cities will be able to continue their membership to the Network by entering into further implementation cycles including continuous evaluation and improvement.

This Action Plan was updated in order to meet the needs and requirements of the continuous process of the Network of Age-Friendly Communities and be a springboard to the continued age-friendly work in the County.⁴⁰

Background on Older Adults in Miami-Dade County

Demographics

Miami-Dade County is the most populous county in Florida, and according to 2015 American Community Survey Estimates has an 2,639,042 residents. It also houses the largest population of older adults in the state. More than 26% of the population in Miami-Dade County is 55 and older and nearly 15% of the population is 65 and older with the age ranges as described below³⁰:

- 303,017 are between 55 and 64 years old
- 337,545 are between 65 and 84 years old
- 55,929 are 85 years and older

Over half a million (535,875) older adults aged 60 and older live in Miami-Dade. An estimated 393,474 (approximately 15% of total population) individuals living in Miami-Dade County are 65 years and older, where 58.4% are female and 41.6% are male. 65.6% of the population is Hispanic or Latino (any race).³⁰ Additional demographics from the estimates are as follows:

Household Type

Out of the estimated 842,143 households in Miami-Dade, 197,044 are households with individuals 65 and older:

- 55.7 are family households
 - 39.6% are Married couples
 - 12.4% are female householders with no husband present and a family
- 44.3% are non-family households
 - 40.8% are householders living alone

Housing

Owner occupied housing cost as a percentage of household income in the past 12 months

Out of the estimated 134,652 owner occupied units

- 58.3% spend less than 30% of annual income on housing
- 41.7% spend 30% or more of annual income on housing

Rent occupied housing cost as a percentage of household income in the past 12 months

Out of the 62,392 rent occupied units

- 35.6% spend less than 30% of income on housing
- 64.4% spend 30% or more on housing

Disability Status

Out of the estimated 386,640 non-institutionalized older adults aged 65 and over

- 35.0% are living with a disability
- 65% have no disabilities

Employment Status

Out of the estimated 393,474 older adults age 65 and over

- 15.6% (approximately 61,382) are in the labor force including:

- 14.5% employed
- 1.1% unemployed
- 84.4% are not in the labor force

Economic Status & Cost Burden

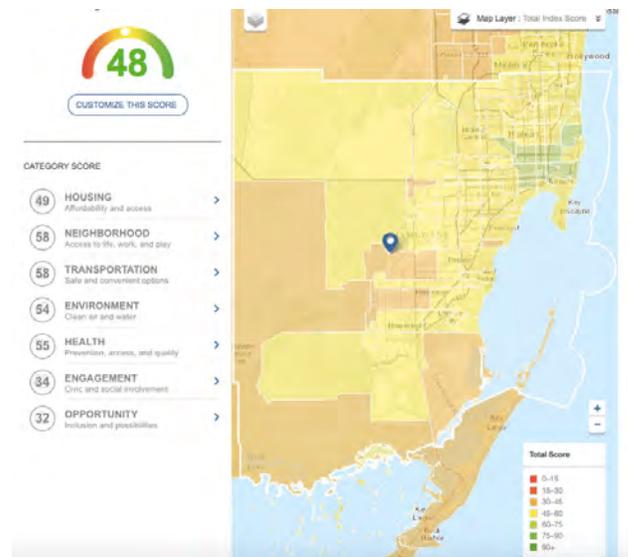
Of the 386,640 older adults living in the County age 65 and over

- 21.5% are below 100 percent of the poverty level
- 16.5% are at 100 to 149 percent of the poverty level
- 62% are at or above 150 percent of the poverty level

Livability in Miami-Dade

According to the AARP Livability Index as of 2015, Miami-Dade County’s livability score is 48 out of 100 with 50 representing the average and 100 representing a most livable score.²⁶ AARP Public Policy Institute developed the Livability Index as a web-based tool to measure community livability with seven major livability categories. Miami-Dade ranks as follows in each of the categories:

- Housing: 49
- Neighborhood: 58
- Transportation: 58
- Environment: 54
- Health: 55
- Engagement: 34
- Opportunity: 32



It is important to make Miami-Dade livable for all ages and to continue to work to meet the needs of older adults. In order to achieve this, support at the county and local municipal levels is needed. Miami-Dade County Mayor Carlos Gimenez is committed to advocating for the most vulnerable members of our community and making a difference in their lives. There is still a need to showcase that the needs of children and older adults are not mutually exclusive and that we can create a community that is livable and enjoyable for all ages. With the support of our leaders and an interest for change, it is more important than ever to engage older adults and empower them to work together with community organizations to build a more inclusive, livable community.

Livability Among Miami-Dade’s Municipalities

The following tables outlines the Livability scores from the AARP Livability Index for all of Miami-Dade’s 36 municipalities. According to the Index, City of Miami, City of Miami Beach, and City of West Miami had the highest scores in the area, 55, which is just above average. The lowest rated in terms of overall livability was in Golden Beach, 44. Because the scores are based on averages and compare to one another, although Golden Beach scored high in other areas, one area that may have contributed to the lower average score overall was the higher property costs in the area.

Livability by Municipality, Miami-Dade County, 2017

Municipality	Overall	Housing	Neighborhood	Transportation	Environment	Health	Engagement	Opportunity
Aventura	49	51	56	64	55	61	33	24
Bal Harbour	45	49	57	67	37	56	30	22
Bay Harbor Islands	52	54	60	65	65	56	30	33
Biscayne Park	50	41	62	65	65	54	30	35
Coral Gables	49	37	62	63	54	64	35	29
Cutler Bay	49	45	60	55	60	54	32	34
Doral	45	41	55	50	53	54	37	30
El Portal	50	42	62	56	57	67	32	36
Florida City	49	57	58	56	64	50	30	28
Golden Beach	44	21	50	56	39	61	38	39
Hialeah	52	56	65	60	55	56	36	34
Hialeah Gardens	49	52	60	52	53	57	36	35
Homestead	47	56	54	50	57	52	30	30
Indian Creek Village	45	19	58	54	63	56	30	36
Key Biscayne	47	36	59	65	46	61	30	33
Medley	48	64	57	51	46	54	34	27
Miami	53	59	67	69	54	53	37	32
Miami Beach	53	55	64	75	52	63	36	27
Miami Gardens	49	36	65	59	35	51	55	46
Miami Lakes	47	44	57	49	52	57	35	37
Miami Shores	49	34	60	63	58	57	36	34
Miami Springs	50	44	63	62	52	54	37	35
Miami-Dade County	48	49	58	58	54	55	34	32
North Bay Village	49	54	59	63	42	58	38	26
North Miami	51	52	63	63	59	51	35	35
North Miami Beach	51	51	63	67	56	51	34	35
Opa Locka	48	46	47	49	54	48	55	37
Palmetto Bay	46	30	54	52	59	61	31	35
Pinecrest	46	26	55	55	57	61	32	34
South Miami	52	45	62	64	55	63	38	33
Sunny Isles Beach	48	58	55	67	44	57	32	25
Surfside	48	49	57	72	41	56	30	33
Sweetwater	53	59	67	68	50	54	37	35
Virginia Gardens	48	53	55	61	43	54	38	34
West Miami	51	52	65	66	53	54	35	32

Age-Friendly Community Surveys



In 2017, two surveys were conducted to understand the current age-friendliness of Miami-Dade County as well as to help identify needs and areas of urgency for the County. This data was analyzed and utilized to help develop indicators as well as to identify areas of focus for the Action Plan and strategies moving forward.

AARP Research Age-Friendly Community Survey, Miami-Dade County, 50+ ⁴⁴

AARP conducted telephone interviews with 525 residents ages 50 and older in Miami-Dade County. Survey respondents were asked to rate their community on 63 characteristics across the WHO 8 age-friendly domains. They were given a rating scale of excellent, very good, good, fair, or poor.

The results from the study were weighted by age, gender, race, ethnicity, and AARP membership to reflect the distribution of residents ages 50 and older living in Miami-Dade County. The margin of error for the complete set of 525 interviews is $\pm 4.3\%$. This means that if 95 out of 100 samples of this same size and population were given the same survey, the responses to the questions would fall within a range of plus or minus 4.3 percentage points of what would have been obtained if every resident age 50 and older in the sampled area were asked the same questions.

The top-rated community features centered around the Community & Health Care and Transportation and Housing domains, with easy-to-read traffic signs and well-maintained hospitals and health care facilities topping the list. These were followed by other health care domain items concerning a variety of respectful and helpful hospital and clinic staff. Miami-Dade County residents also rate their community highly on having well-maintained homes and properties.

The Civic Participation & Employment domain dominates the list of the most low-rated community features along with one item in the Housing domain. Miami-Dade County residents age 50+ cite all four employment features asked about in the survey among the list of the most low-rated features. These features center around having flexible job opportunities for older adults and policies to ensure people can continue to work as long as they want or need to. Another area for improvement according to Miami-Dade County residents is having more affordable housing options in their community.

The majority of Miami-Dade County residents age 50+ believe their community is a good place to age and want to live there independently for as long as possible. Residents age 75 and older are more likely than younger residents to say that staying in their community as they age is extremely or very important.

The following pages depict infographics produced by AARP Research showing additional results from the survey.

Livability for All in Miami-Dade County, FL



Top 2 Factors that Influence Residents Age 50-Plus to Relocate as They Age

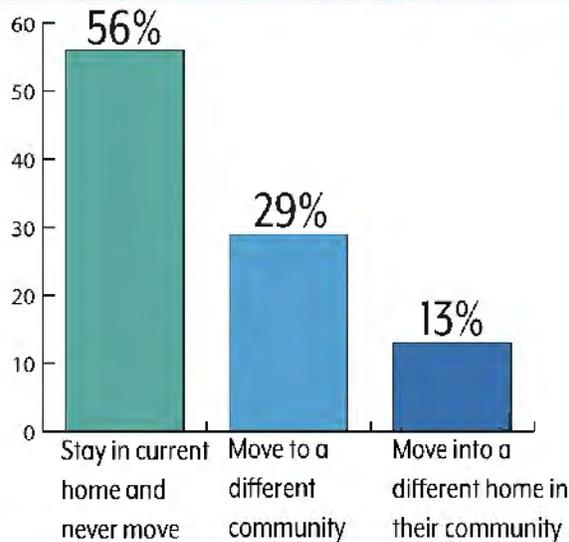


60% of residents are concerned about their personal safety and security



56% of residents want to live in an area that has a lower cost of living

Residents Are More Likely to:



Did You Know?

19 years

is the average amount of time community residents age 50-plus have lived in their homes

24 years

is the average amount of time community residents have resided in their communities

Community Information



of residents age 50-plus **own their own home**

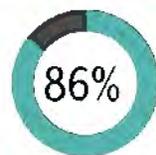


of residents currently live in a **single family home**

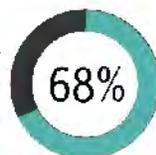


of residents have lived in their community for **over 30 years**

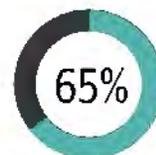
Community Insights



rate their community as an **excellent, very good, or a good place** for people to live as they age



of residents say **remaining in their current home is** extremely or very **important**



of residents say **remaining in their current community** is extremely or very **important**



Housing

24% of residents say they need to make major repairs, home modifications or changes

Top 2 Features % excellent/very good

49% Well-maintained homes & properties

34% Seasonal services for low-income and older adults

Bottom 2 Features % fair/poor

40% Affordable housing options for adults of varying income levels

36% Well-maintained, safe low-income levels



Outdoor Spaces & Buildings

59% of residents walk or bike within their community

Top 2 Features % excellent/very good

46% Safe and accessible sidewalks

45% Well-maintained parks

Bottom 2 Features % fair/poor

36% Neighborhood watch programs

34% Enough benches in public areas



Transportation

32% of residents say they use public transportation

Top 2 Features % excellent/very good

55% Easy to read traffic signs

48% Well-maintained streets

Bottom 2 Features % fair/poor

29% Timely public transportation

28% Accessible and convenient public transportation



Communication & Information

Top 2 Features % excellent/very good

38% Free access to computers and Internet in public places

33% Community information that is available in different languages

Bottom 2 Features % fair/poor

34% Clearly displayed printed community information with large lettering

34% Community information that is delivered in person for those with limited mobility



Community & Health Care

42% of residents say they consider their health to be excellent or very good

Top 2 Features % excellent/very good

- 54% Well-maintained hospitals and health care facilities
- 52% Respectful and helpful hospital and clinic staff

Bottom 2 Features % fair/poor

- 27% Affordable home care services
- 26% A service that helps seniors easily navigate the health care system



Civic Participation & Employment

31% of residents say they are employed full-time

Top 2 Features % excellent/very good

- 22% Opportunities for older adults to participate in decision making bodies
- 20% A range of volunteer activities to choose from

Bottom 2 Features % fair/poor

- 45% A range of flexible job opportunities for older adults
- 40% Policies that ensure older adults can continue to work regardless of their age



Social Participation, Respect & Inclusion

86% of residents say they are in contact with family, friends or neighbors weekly

Top 2 Features % excellent/very good

- 32% Conveniently located entertainment venues
- 31% A variety of cultural activities for diverse populations

Bottom 2 Features % fair/poor

- 35% Activities that are affordable to all residents
- 33% Activities geared specifically towards older adults



Source: 2017 AARP Age-Friendly Community Survey of Miami-Dade County, FL
Residents Age 50+. For more information, contact: Joanne Binette, AARP Research,
jbinette@aarp.org
www.aarp.org/AgeFriendlyCommunities
<https://doi.org/10.26419/res.00055.028>



Miami-Dade Age-Friendly Initiative Short Community Survey, 50+ ⁴⁵

To add to the research conducted by AARP Research, the Miami-Dade Age-Friendly Initiative also developed a short survey that looked broadly at each domain of livability and surveyed an additional 1128 individuals age 50+ who reported living in Miami-Dade County via convenience sampling through paper and online surveys. These were distributed and collected through leveraging partnerships through the initiative, through distribution at senior centers, and through the help of community liaisons. The sample size of 1128 individuals surveyed represent a 2.9% statistical error at the 95% level of confidence.

The respondents were asked questions related to each domain of livability and were asked how important each domain was as well as how they would rate the current status in the community.

We used this information to develop an urgency matrix for domains. The areas that moved to the top of the list were related to:

- Housing
- Employment
- Community Support & Health System
- Transportation.

Urgency Matrix Conceptualization

	Poor	Fair	Good	Very Good	Excellent
Extremely Important	9	8	7	6	5
Very Important	8	7	6	5	4
Somewhat Important	7	6	5	4	3
Not Very Important	6	5	4	3	2
Not At All Important	5	4	3	2	1

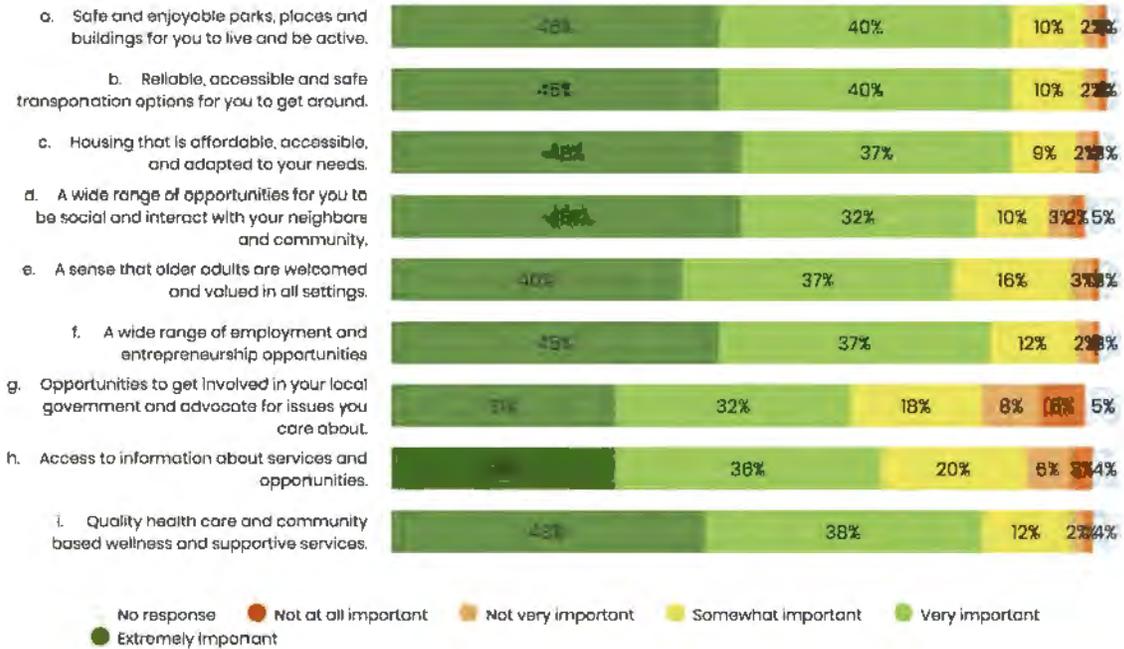
In addition to looking at the urgency overall throughout Miami-Dade County, the urgency was looked at by Commission district. Every district included Housing as an urgent need. Other urgent areas identified also matched those in Miami-Dade overall relating to employment, transportation, and community health and supportive services. This is not to say the other areas are not important, but the areas above were at the top of the list due to needing urgent attention. Other areas, such as Outdoor Spaces & Buildings, that are at the bottom of the urgency matrix are also very important and are likely less urgent due to the work that has already been accomplished in this area such as the Miami-Dade Parks, Recreation, and Open Spaces Department’s Active Older Adults programming and senior-friendly hubs.

In addition to the overarching questions that were posed to the respondents, they were asked for qualitative feedback. Some of the overarching themes there were found in their responses and concerns included:

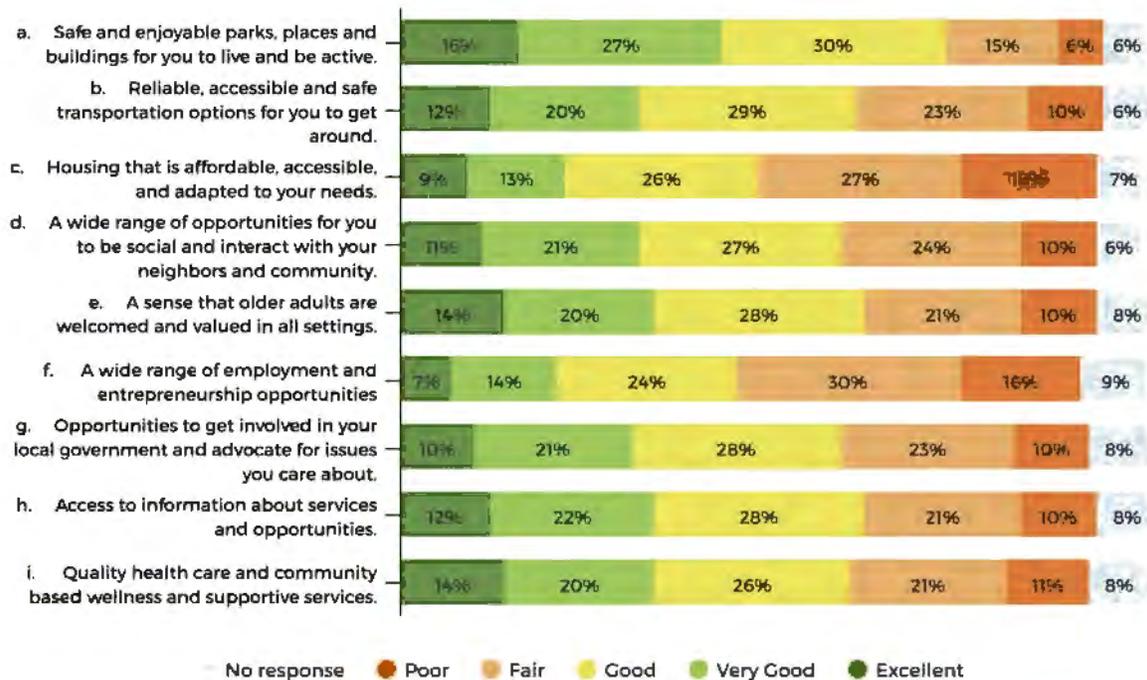
- Concerns with lack of reliable transportation options and connections to transit
- Lack of affordable and progressive housing options
- Limited availability of and/or information on activities and resources in the community
- The need for pedestrian infrastructure and safety features
- Improvements needed in terms of social inclusion and opportunities to be social
- Concerns with the overall cost of living in Miami-Dade
- Challenges finding employment as older adults
- The need to include older adults in all planning and decision-making process and ensuring that opportunities for input are at convenient times and places

The following pages highlight some of the results of the short survey including responses related to each domain of livability and the urgency matrices developed for Miami-Dade.

How important is it for you to have the following in your community?



How would you rate the following CURRENTLY in your community?



Urgency by Domain for Miami-Dade County

	Domain	Description
	HOUSING	Housing that is affordable, accessible, and adapted to your needs.
	CIVIC PARTICIPATION & EMPLOYMENT	A wide range of employment and entrepreneurship opportunities.
	COMMUNITY SUPPORT & HEALTH SERVICES	Quality health care and community based wellness and supportive services (senior centers, etc).
	TRANSPORTATION	Reliable, accessible and safe transportation options for you to get around including walking, biking, transit, as well as driving.
	RESPECT & SOCIAL INCLUSION	A sense that older adults are welcomed and valued in all settings.
	COMMUNICATION & INFORMATION	Access to information about services and opportunities.
	SOCIAL PARTICIPATION	A wide range of opportunities for you to be social and interact with your neighbors and community.
	CIVIC PARTICIPATION & EMPLOYMENT	Opportunities to get involved in local government and advocate for issues you care about.
	OUTDOOR SPACES & BUILDINGS	Safe and enjoyable parks, places and buildings for you to live and be active.

Age-Friendly Emergency Preparedness & Response



In 2017, Miami-Dade County felt the effects of Hurricane Irma, which was reported to be the “strongest Atlantic basin hurricane ever recorded outside of the Gulf of Mexico and the Caribbean Sea.”⁴⁶ The aftermath of the storm and recovery shed a light on some of the efficient processes already in place as well the need for more communication and coordinated efforts among all agencies and disciplines in order to address needs as they arise for residents of the County. Of important note were eight senior residents of a nursing home who died after the storm in a neighboring County due to complications from being in a building with no power or air conditioning for several days.⁴⁷

Older adults have been found to be more vulnerable and more likely to die as a result of a disaster than other groups.⁴⁸ As a result of this and due to recent events that brought this closer to home, the Miami-Dade Age-Friendly Initiative has added Emergency Preparedness & Response as an overarching goal to its work.. An age-friendly community can support emergency preparedness. As such, Age-Friendly Initiative and its partners are poised to support and help bring additional value to the County’s ongoing efforts.

Looking at Emergency Preparedness & Response from an age-friendly angle shows that an age-friendly community can help support preparedness and response in times of disaster.⁴⁹



Domain 1: Outdoor Spaces and Buildings:

- Public spaces and buildings are accessible to residents and make them feel welcome in any situation
- Mixed-use communities with resources in walking distance that make it easier for people to get around and get what they need after a storm



Domain 2: Transportation

- Transportation that can help residents evacuate is accessible and available in time of need
- Transportation that allows emergency response, supplies, and other resources to arrive safely to the community is available and accessible



Domain 3: Housing

- Structures that are built to protect residents and withstand hurricane-force wind and flooding
- Resources to adapt and protect homes from hurricane-force wind and flooding



Domain 4: Social Participation

- Community residents and organizations are poised to volunteer to aid older adults and other vulnerable populations after a disaster
- Community residents know what to do before, during and after to support the community



Domain 5: Respect and Social Inclusion

- The community is supportive of older adults and efforts to prioritize their needs, recognizing the need to aid more vulnerable populations and the value they bring to the community
- Municipalities, organizations, buildings, and businesses have emergency preparedness plans that include and consider older adult needs



Domain 6: Civic Participation and Employment

- Older adults are empowered to aid in emergency preparedness and to advocate for their needs



Domain 7: Communication and Information

- Older Adults have access to and can stay connected to the community, friends and family, both near and far in an emergency
- Older adults and their caregivers have the information they need to be prepared in the case of an emergency and if in need of response after a storm
- Organizations are aware of resources and communications through the Emergency Operations Center and opportunities to help in preparedness and recovery efforts



Domain 8: Community Support and Health System

- Older Adults have a plan for care during and after the storm and have access to the resources that they need during these times.

This vision for emergency preparedness and response across all domains of livability are in line with the overarching vision of the Age-Friendly work of the Initiative and will play an important role in future work.

About the Action Plan



How the plan was developed

This action plan was developed using a Results-Based Accountability (RBA) framework to guide the collaboration among the partner organizations in the step-by-step decision-making process towards reaching a Collective Impact^{3,4}. This framework is based on the use of a common agenda, a shared measurement system, mutually reinforcing activities, continuous communication and a backbone support organization; all of which are important in achieving collective success in the design, implementation and evaluation of the plan^{3,4}.

The RBA model is a disciplined way of thinking and taking action used by communities to improve the lives of children, families and the community as a whole. It is also used by agencies to improve the performance of their programs. RBA was chosen because it facilitates moving from talking to action, helps groups to surface and challenge assumptions that can be barriers to innovation, builds collaboration and consensus, and uses data to ensure accountability for both the well-being of communities and the performance of programs.

Two key RBA principles include: (1) starting with ends, working backwards to means, and (2) ensuring data-driven, transparent decision-making. From November 2014 to June 2015, the Age-Friendly Initiative Action Plan Work Group met to implement the RBA process and develop this plan. Data was collected and reviewed and strategies were developed for implementation. Those strategies and projects that will be implemented in the next phase of the Initiative will complete the RBA process by developing performance measures and continued data collection. Follow up on results and data collected will be incorporated in order to measure progress.

This plan was initially developed to be a 5-year action plan to be reviewed and updated continuously to identify priorities for the following year. The plan will be used to guide the strategies and goals being implemented by the Age-Friendly Initiative. It is also meant to allow local municipalities to use its contents to help guide prioritization and planning within their own communities.

In June 2015, as a first step to this multi-year plan, the Action Plan Work Group met to identify and determine the priority areas that would be the focus of the first year of the plan's implementation. These are outlined in the following section. In 2017, this plan was updated to add indicators to the strategies and actions already identified and to meet the standards of the AARP Network of Age-Friendly Communities process.

Goal

The overall goal of this action plan and for the initiative is to: ***Create a community for all ages, where older adults in Miami-Dade can stay active, engaged, and healthy with dignity and enjoyment.*** This vision was continuously referenced as the action plan was developed. During the very early stages of the RBA process, the work group decided that the best way to approach the action plan was to develop strategies in line with the WHO’s eight domains of city life and livability.

Overview of the Eight Domains of Livability

“An age-friendly city is an inclusive and accessible urban environment that promotes active aging”⁵

To encourage world cities to plan for aging as an integral part of planning the built and social environment, the World Health Organization (WHO) initiated a global, collaborative initiative in 2005 to identify the key features of an “age-friendly” city that would be meaningful to communities around the world. Based primarily on the experiences of older adult residents, this set of age-friendly urban features provides a framework to guide a city’s self-assessment and serve as a tool for community advocacy.⁶ The model for an age-friendly community includes multi-sector involvement and incorporates all aspects of the natural, built, and social environment.⁶

The WHO’s eight domains of city life are interconnected and together impact the health and quality of life of older adults. The eight domains can be broken down into aspects of the built environment and social environment as outlined in Figure 1.

Figure 1. Domains of an Age-Friendly Community: Built and Social Environments



Adapted from: Suzanne Garon, University of Sherbrooke

Built Environment Domains

1. Outdoor Spaces and Buildings: Outdoor spaces and buildings and parks should be clean, have enjoyable natural surroundings and green spaces, provide proper pedestrian infrastructure including even, and unobstructed sidewalks, and plenty of crosswalks. These are places where community members can interact, engage with one another and be physically active, and are important backbones of the environment in which we live.

2. Transportation: The ability to easily access transport is vital to independent living; transportation is one of the most important components of active aging. The availability of different options of affordable public transportation for all older adults is essential and affects all other aspects of livability.

3. Housing: Housing is another factor that affects the quality of life older adults will have. The availability of multiple affordable housing options located close to services and facilities is an important characteristic of an age-friendly community.

Social Environment Domains

4. Social Participation: Social participation and social support are strongly connected to good health and well-being throughout life. Participating in leisure, social, cultural and spiritual activities in the community and with the family, allows older adults to continue to exercise their competence, to enjoy respect, and to maintain or establish supportive and caring relationships. It fosters social integration and is the key to maintaining a good quality of life.

5. Respect and Social Inclusion: Respectful and inclusive public and commercial services and products adapted to seniors' needs and preferences are also important. Additionally, older adults should be recognized as important contributors to the community and be included as full partners in community decision-making that affects them.

6. Civic Participation and Employment: Age-friendly communities have multiple employment and volunteer opportunities that are tailored to their needs and interests, allowing older adults to remain active and socially connected, fostering health, good sense of well-being and overall quality of life.

7. Communication and Information: Effective communication is also an important feature of age-friendly communities both by providing information to older adults about how they may be able to access resources as well as helping the community understand the value and needs of older adults in the community.

8. Community and Health System: Vital to maintaining health and independence of older adults is the availability of accessible health and support services. Among these are: services for promoting, maintaining and restoring health; residential care facilities; social services for older adults; and home care services that include health services, personal care and housekeeping.

Priorities for this plan

Based on the WHO's eight domains of city life impacting the quality of life of older adults, the initiative has been focused on the three built environment domains: Outdoor Spaces and Buildings, Transportation and Housing. By making the built environment livable, older adults are provided with the tools and resources they need to

engage safely in the community. These work hand-in-hand with the five social environment domains: Social Participation, Respect and Social Inclusion, Civic Participation and Employment, Communication and Information, and Community Support and Health System. Conversely, if the built environment is difficult to live in or manage, it may have negative effects on all aspects of the lives of older adults.

According to the WHO, disability is a broad term that includes physical impairments, activity and participation restrictions and limitations, which are all directly influenced by the built environment.^{7,8} Studies have shown an association between poor street conditions, heavy traffic and excessive noise with difficulty in performing certain activities such as standing in place, lifting objects, and climbing stairs.^{9,10} Furthermore, poor pedestrian infrastructure such as uneven or obstructed sidewalks is one of the main causes of outdoor falls among the older adult population¹¹, which has also been shown to lead to increased difficulty in walking – up to four times more difficult for older adults with lower extremity weakness.¹² Nationally representative data in the United States has demonstrated that living in a neighborhood that relies heavily on motor vehicle transportation leads to a 50% greater chance of an older adult developing mobility deficiency over time.¹³ Once mobility becomes impaired, social participation becomes limited and in some cases, nonexistent. Even though physical capability takes place at the individual level, social participation requires performance at the societal level through the fulfillment of social roles, and if the built environment is not age-friendly this social interaction declines significantly.^{19,20}

In addition, barriers in the built environment combined with physical limitations may lead to fear of walking on the streets alone, causing further social isolation.¹⁶ Data has shown that more than half of older adults with some kind of physical impairment or limitation do not engage in physical activity as a result of the built and natural environment.¹⁸

Moreover, these limitations prevent older adults from seeking medical care in a timely manner, and thus, make them less likely to receive screening and other preventive medical services due to the barriers in the built environment such as lack of proper transportation and other physical barriers that hinder their ability to reach health care facilities.^{14, 15, 17} The vast evidence described above demonstrates not only the impact the built environment has on social environment, but also emphasizes the need and importance of addressing the current challenges found in the three built environment domains.

Creating an age-friendly built environment is paramount to fostering ongoing participation in the social environment through inclusion, civic participation and employment, and communication and information readily available to all. This will help to ensure that all community members have an opportunity to interact with and enjoy the community in which they live.

How to Use this Plan



Municipalities and local governments are encouraged to read through this plan and choose strategies that they would like to see realized in their own communities. Overarching strategies and actions within these strategies are outlined in each of the eight domains of livability. Municipalities are encouraged to work with their planning departments, constituents, and interested older adults to choose strategies and actions that are most important and applicable to their community's wants and needs. In addition, three overarching strategies have been identified that can be implemented on a larger scale and may encompass several of the domains mentioned throughout this plan.

Overarching Strategies

The overarching strategies involve a series of policy, systems, and environment changes and actions that together orient us towards achieving our ultimate goal of creating a Miami-Dade that is inclusive and accessible to older adults of all ages. These overarching strategies should be considered to be implemented in any community and alongside any of the other strategies identified in the plan. They include:

Older Adult Engagement

Older adults should be active participants in the implementation and planning process. It is important to understand what they think and engage them in developing solutions. Engaging older adults is extremely important because they know best about the needs and challenges faced on a daily basis. Older adults' participation not only helps in the decision making process, but it also empowers them to contribute to society, stay socially engaged, and work towards the betterment of their own communities and lives.

Older Adults in All Policies

The key information obtained by engaging older adults in the decision-making process provides a fundamental understanding of what policy attributes are needed to create an age-friendly community that fosters active and healthy aging. Policy recommendations and changes are paramount to implementing and maintaining the

necessary changes older adults need to age in place. Current and future policies should be reviewed to ensure that older adults' needs are considered and should be modified to include any that are not. Inserting language to consider older adults into policies will ensure that decision-makers think about the particular needs of older adults as they develop plans for the community going forward.

Older Adult Representation and Advocacy

Advocacy is a very important strategy to achieve the goal of creating age-friendly communities. In order to address the current challenges that prevent older adults from maintaining quality of life, there needs to be an active and ongoing presence of older adult advocates on key boards to generate the necessary policies to ensure that senior living laws and regulations meet the needs of the aging population. Older adult advocates should be identified for boards related to each of the eight domains of livability: Outdoor Spaces and Buildings; Transportation; Housing; Social Participation; Respect and Social Inclusion; Civic Participation and Employment; Communication and Information; and Community Support and Health System.

Indicators, Potential Partners, and Resources

Within each domain, there are a list of indicators that have been identified to help track the progress in the domain. Indicators that have been identified are based on the discussions held by the Miami-Dade Age-Friendly Initiative's workgroups during the Results-Based Accountability process as well as on the World Health Organization's guide, *Measuring the Age-Friendliness of Cities – A Guide to Using Core Indicators*.⁴¹ The indicators selected in each domain are a combination of data available through data sources and sets as well as self-report data obtained through age-friendly surveys. Each indicator shows a baseline score or proportion that can be utilized as a point of comparison to track change during the continuous process of improvement.

In addition to the indicators included, domains include a list of potential partners to consider when choosing and implementing strategies as well as potential resources with more information related to the programs, partners, or strategies included for the domains.

PRIORITY AREAS: Built Environment



The built environment refers to human-made space that allows for daily living within a community. The built environment encompasses all the physical aspects of where we live and work including elements such as neighborhoods, buildings, parks, pedestrian infrastructures, land use patterns, the way houses are built, and the transportation systems that connect them all together, among others. The way the built environment is designed has a direct impact on the quality of life and health outcome of the people living in it. Urbanization and sprawl can lead to poorly designed built environment, which can directly impact the health of the population. Conversely, neighborhoods that are built to encourage all modes of transportation can lead to more opportunities for physical activity and social interaction. Because of the major role the built environment plays on the quality of life for all ages, the Miami-Dade County Age-Friendly Initiative determined the three built environment domains that will be the priority areas of the initiative. The following sections will cover each of the built environment domains, our vision for a more age-friendly Miami-Dade, strategies and actions that can be implemented to realize these changes, as well as ideas for potential partners for implementation. The built environment domains include:⁵



Domain 1: Outdoor Spaces and Buildings:

Age-friendly outdoor spaces and parks are those that are clean and pleasant with green spaces and outdoor seating, adequate pedestrian infrastructure that includes well-maintained and unobstructed sidewalks, appropriate curbs to accommodate wheelchairs, and pedestrian crossings that allow enough time for seniors to safely cross among other features. Additionally, the buildings and businesses within them should be similarly secure, welcoming and, accessible for all ages and abilities.



Domain 2: Transportation

Since mobility declines with aging, an age-friendly community needs to have a variety of reliable transportation options, and all areas and services in a community need to be accessible by public transportation and be adapted to accommodate disabled people. The availability of different options and modes of transportation is also important to meet the needs of older adults.



Domain 3: Housing

An age-friendly community must have housing available that is affordable, located in safe neighborhoods, and in close proximity to businesses and services in the community. In addition, housing that is near transit or has links to transit make it easier for people of all ages to live and get around. Furthermore, adapted housing that meets the needs of older adults and disabled people should be provided.



Domain 1: Outdoor Spaces & Buildings

Vision

Older adults have a welcoming, safe and enjoyable physical environment in which to live and be active.

Importance

The benefits of walking are numerous and can not only improve physical and mental health, but can also aid in allowing for opportunity for social interaction and building a sense of community.³² The physical environment in which we live can have a profound effect on our sense of place, our interactions with our neighbors, and our sense of community. Safe and enjoyable public spaces and physical environments encourage citizens to utilize them more, interact with their communities and become active through biking, walking, etc.

A study conducted in Portland, Oregon demonstrated how neighborhood design influences quality of life. Some key elements in a community were identified by older adults who participated in focus groups. These included: local shopping areas and services to provide older adults with places to walk, engage with other community members, and stay active without the need of a car; and neighborhood aesthetics and overall attractiveness to encourage walking for both exercise and pleasure.

This information is important for making policy recommendations to make improvements and assist in land use planning as well as in the development of other age-friendly neighborhood design features.²¹



Current Status in Miami-Dade



According to the Miami-Dade Age-Friendly Initiative Community Survey of residents age 50+, 85% of respondents said that having safe and enjoyable parks, places and buildings for them to live and be active was very important to extremely important to them. Only 43% said that they would rate these currently as excellent or very good.⁴⁵

Many communities throughout the nation were designed with a car in mind to get from place to place and not designed for pedestrians. Miami-Dade is now faced with making changes to fit the needs and wants of the current population. We have to work together to ensure new developments are walkable, enjoyable, interconnected, and emphasized mixed-used. We must also find ways to make existing infrastructure more enjoyable. We have to work together to ensure that our current public spaces have a sense of “place” and sense of “somewhere” where residents want to spend and enjoy their time. Miami-Dade has made strides in recent years in planning for more livable and age-friendly communities, parks and places, but there is still work to be done.

The Comprehensive Development Master Plan (CDMP) contains Miami-Dade County’s Department of Regulatory and Economic Resources’ (RER) general objectives and policies addressing where and how it intends to develop or conserve land and natural resources throughout the next 10 to 20 years. It also includes how the county will deliver services to accomplish the plan’s objectives. Recommendations for amendments to the Community Health and Design Element, Transportation Element and Land Use Element were adopted unanimously by the Board of County Commissioners in February 2015. As a result, older adults are a greater consideration throughout the plan.

Parks build community. They are excellent areas for recreation and leisure. Our goal is to continue to build safe, accessible, beautiful parks and public spaces for older adults to enjoy. Miami-Dade County Parks, Recreation and Open Spaces (PROS) has been an engaged partner in the Age-Friendly Initiative having developed the age-friendly park designation criteria and promoting older adult programs through a marketing campaign at 13 pilot park sites. Some of the criteria for age-friendly parks include clean and pleasant public areas, benches, good signage and lighting, accessible restrooms, and nonslip pavement. The PROS department is also working to identify improvement opportunities throughout the park system by building more pathways, shaded areas and benches and other amenities that improve the user experience.

Parks can help provide safe places to connect. Increased use of parks can be achieved by improving accessibility and the proximity of parks

relative to older adults. At present, access to safe, walkable routes is not available to everyone. In the City of Miami, according to The Trust for Public Land’s 2015 ParkScore, 71% of older adults, aged 64 and older, are served by a park within close walking distance (half-mile radius); 29% are left out.³¹ In Unincorporated Miami-Dade County, the Unincorporated Municipal Services Area (UMSA) March 2015 estimates show that 53% of older adults are served by a park within close walking distance (half-mile radius); 47% are left out.³⁷

As of January 2018, there are several new linear park projects in the works that would help add public space and connect the community in Miami-Dade. These include the Underline, creating a space under the Metrorail, the Ludlam Trail and Plan Z for Miami.

Miami-Dade’s PROS has several programs available for older adults to be active, such as Walk with Ease and Walk for Life—self-directed incentive-based walking programs. The number of older adults enrolled and participating in park programs, as of March 2015, include: 450 in walking clubs, 440 in enhanced fitness groups, and 400 in other social programs.

Crime can be a deterrent for park usage. According to Miami-Dade Police Department 2009 – 2013 data, violent and nonviolent crimes have decreased in the last five years; violent crimes against the elderly have increased during the same period. Addressing both actual and perceived safety issues is important. Negative perceptions may persist due to lack of police presence in some areas related to budget cuts, and unawareness of a drop in crime rates.

Outdoor Spaces & Buildings Indicators

Indicator	Definition	Baseline	Baseline Date	Source
Park Access	Proportion of older adults served by a park within close walking distance (half-mile radius) – Unincorporated Areas	53%	March 2015	Miami-Dade County Parks, Recreation & Open Spaces Department

Park Access	Proportion of older adults served by a park within close walking distance (half-mile radius) – Municipal Areas	Varies	Varies	Municipal Parks Departments
Participation in Leisure-Time Physical Activity	Number of older adults enrolled and participating in Miami-Dade Parks programs	1,250	March 2015	Miami-Dade County Parks, Recreation & Open Spaces Department
Accessibility of Public Spaces	Proportion of older adults who report that they have excellent to very good accessible public buildings and spaces including restrooms	36%	October 2017	AARP Research Age-Friendly Community Survey
Safe and Enjoyable Physical Environment	Proportion of older adults who report that they have excellent to very good safe and enjoyable physical environment in which to live and be active.	43%	October 2017	Age-Friendly Initiative Community Survey – Short Survey

Outdoor Spaces & Buildings Strategies & Objectives

Objectives	Strategies
OLDER ADULT ENGAGEMENT & INVOLVEMENT	<ul style="list-style-type: none"> Engage older adults in the planning and implementation process of strategies related to Outdoor Spaces and Buildings.
OLDER ADULTS IN ALL POLICIES	<ul style="list-style-type: none"> Review policies related to outdoors spaces, buildings, and community designs in order to determine if older adults are considered or should be considered and included in the policies. Advocate for policy modifications and additions as needed.
OLDER ADULT ADVOCACY	<ul style="list-style-type: none"> Identify boards related to Outdoor Spaces and Buildings and community design that should include an older adult advocate on the committee or council. Train advocates as Age-Friendly Ambassadors. Promote inclusion of an advocate or Age-Friendly Ambassador and periodically review whether their time on the committee is effecting change.
PARKS AND PROGRAMMING Establish safe parks and programs that meet age-friendly park criteria through proximity, standards and promotion.	<ul style="list-style-type: none"> Increase Proximity <ul style="list-style-type: none"> Increase number of parks that are in close walking distance (half-mile radius) of older adults Support the development of new park and trail projects such as the Underline, Ludlam Trail, and Plan Z Develop a study to identify targeted neighborhoods where parks are needed (not serving older adults within a half-mile radius). Prioritize parks in areas where there is the most need, such as in areas where there is a higher concentration of older adults Standards <ul style="list-style-type: none"> Increase the number of parks that meet “Age-Friendly Park”

	<p>facility standards as developed by the Miami-Dade Parks, Recreation and Open Spaces</p> <ul style="list-style-type: none"> ○ Increase the number of programs available for older adults in Miami-Dade County and municipal parks ○ Secure funding to incorporate standard amenities within parks ○ Develop an age-friendly charter/master plan for use by municipalities ○ Education and Information <ul style="list-style-type: none"> ○ Educate and share the parks’ standards with local interested municipalities and organizations ○ Promote the availability and utilization of age-friendly parks and programs among older adults and community members
<p>AGE-FRIENDLY BUSINESSES Increase the number of age-friendly businesses in Miami-Dade County</p>	<ul style="list-style-type: none"> ○ Standards <ul style="list-style-type: none"> ○ Educate the community about the availability of the Miami-Dade Age-Friendly Business District Toolkit ○ Provide technical assistance to communities that are interested in developing similar age-friendly business districts ○ Explore the possibility of finding a countywide sponsor who will grant businesses in other districts an age-friendly business designation ○ Promotion <ul style="list-style-type: none"> ○ Promote the existence of the Age-Friendly Business District in Little Havana ○ Promote the opportunity for expansion of districts and an increase of age-friendly businesses throughout the community
<p>PLACEMAKING Improve the sense of place, comfort, and interconnectedness of communities by promoting age-friendly amenities and events, as well as connectivity between public spaces and neighborhoods.</p>	<ul style="list-style-type: none"> ○ Amenities <ul style="list-style-type: none"> ○ Promote municipal or county building codes that encourage inclusion of benches and other features in public spaces and promote a sense of place ○ Promote more public art to create landmarks, make areas more aesthetically pleasing, and assist with wayfinding ○ Place an emphasis on trees and shade in public spaces to encourage use throughout the year ○ Ensure benches and seating are incorporated in all public space projects so that older adults have places to rest and socialize ○ Events <ul style="list-style-type: none"> ○ Promote more events in public spaces that increase a sense of place and of safety where there will be more activity and vigilance ○ Connectivity <ul style="list-style-type: none"> ○ Promote connectivity between trails, public spaces, and neighborhoods ○ Ensure that transit connects people to the places they want to be ○ Promote wayfinding and walkability through signage with large, easy to read print and implementation projects such as Walk Your City

Potential Partners

- AARP Florida
- Age-Friendly Ambassadors
- Artists
- Art-related organizations
- Age-Friendly Business District
- Alliance for Aging
- Art in Public Spaces
- Commissioners, Local Leaders
- Citizens for a Better South Florida
- Cultural Affairs Departments
- Developers
- Florida Department of Transportation
- Greater Miami Chamber of Commerce
- Health Foundation of South Florida
- The Ludlam Trail
- Media (local newspapers, news programs)
- Miami-Dade County
- Miami Foundation Public Space Challenge
- Miami-Dade Transportation Planning Organization
- Million Trees Miami
- Nonprofit Organizations
- Parks, Recreation and Open Spaces Departments (local and county level)
- Parks Foundation of Miami-Dade
- Plan Z for Miami
- Police Departments (local and county level)
- Public Works Departments (local and county level)
- The Underline
- United Way of Miami-Dade
- Urban Health Partnerships

Resources and More Information

- Age-Friendly Business District Information: <https://agefriendlymiami.org/project/age-friendly-business-district/>
- Age-Friendly Parks Information: <https://agefriendlymiami.org/project/age-friendly-parks/>
- Age-Friendly Policy Information: <https://agefriendlymiami.org/project/age-friendly-public-policy/>
- The Ludlam Trail: <http://ludlamtrail.org/>
- The Trust for Public Land Parkscore: <http://parkscore.tpl.org>
- Miami-Dade Community Policing, Crime Prevention & Juvenile Programs Annual Evaluation: <http://www.miamidade.gov/police/library/community-policing.pdf>
- Miami-Dade Parks, Open Spaces and Recreation Active Older Adults Programs: <http://www.miamidade.gov/parks/search-results.asp?type=programs>
- Million Trees Miami: <http://milliontrees.miamidade.gov/>
- Placemaking for an Aging Population – Guidelines for Senior-Friendly Parks: https://www.lewis.ucla.edu/wp-content/uploads/sites/2/2015/04/Seniors-and-Parks-8-28-Print_reduced.pdf
- Plan Z for Miami: <http://planzmiami.com/>
- The Underline: <https://www.theunderline.org/>
- Walk Your City: <https://walkyourcity.org/>



Domain 2: Transportation

Vision

Older adults have access to and utilize a variety of types of transportation to move throughout the community.

Importance

The ability to readily access desired destinations is vital to independent living; transportation is a cross-cutting issue and one of the most important components of active aging.⁵ Even if there are public spaces, engagement opportunities and services available to older adults, it is important for them to be able to access them. Urbanization has led communities to become sprawled, creating barriers that are not conducive for drivers and pedestrians to share the roads. Since many neighborhoods were designed with drivers in mind, there is a lack of pedestrian infrastructure such as traffic calming features like narrowed roads and speed humps, adequate sidewalks and crosswalks. This creates barriers for pedestrians, even healthy older adults are challenged to cross an intersection in the time allotted (based on the common 3.5 feet per second.)³³ While this poses risks to all pedestrians, older adults are at an increased risk of getting hit by a car and those aged 75 and older are more likely to be in a fatal accident. Data suggests this issue may increase as this population continues to grow.³⁴

Many older adults live long past their driving years and may eventually be forced to give up driving due to disability or impairment, or due to the costs associated with driving. Loss of driving can result in a sense of loss in independence, social isolation and an overall decline in quality of life if there are no good alternatives. That is why the availability of affordable alternative transportation is so important for older adults to maintain their independence.



The United States is not prepared to meet the challenges affecting mobility in older adults, especially with continued urbanization and automobile dependency.²² The availability of several modes of accessible and affordable transportation is a key factor in promoting active aging, since the ability to move around the neighborhood influences all other aspects of livability. Gaps in public transportation should be addressed to cover infrastructure, equipment and service for all modes of transportation in order to create an age-friendly community. Cost and reliability are also factors that influences the use of public transportation and need to be addressed.⁵

One way to overcome transportation issues is by implementing Complete Streets principles, which provide appropriate infrastructure for all modes and all ages and abilities.

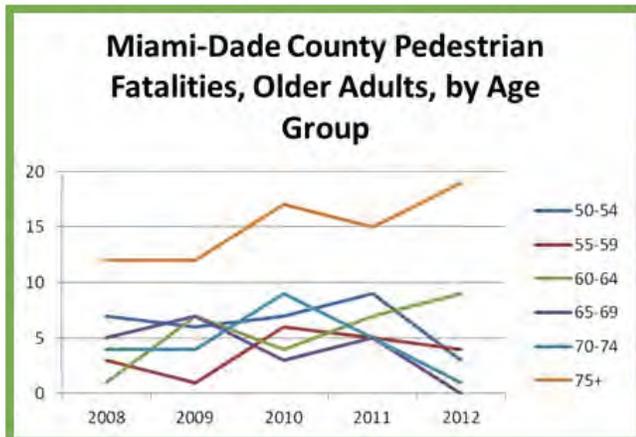
Current Status in Miami-Dade



According to the Miami-Dade Age-Friendly Initiative Community Survey of residents age 50+, 85% of respondents said that having reliable, accessible and safe transportation options for them to get around was very important to extremely important to them.

Only 22% said that they would rate these currently as excellent or very good.⁴⁵

According to the 2008-2012 records for pedestrian fatalities in Miami-Dade County, there has been a modest increase in the number of older adults' fatalities among some aged 50 and over, with the greatest increase is seen among older adults aged 75 years and older. In 2012, the group aged 75 and older accounted for more than 50% of all pedestrian deaths among individuals aged 50 and older.



Miami-Dade Transportation Planning Organization, 2008-2012

Due to the lack of adequate pedestrian infrastructure, South Florida scored 145.33 on the Pedestrian Danger Index in the recent Dangerous by Design Report.²⁷ According to this report South Florida is one of the four least pedestrian-friendly places in the country. As our population ages and population density increases, we will have to accommodate more pedestrians, particularly those who have given up their car keys and must rely on other modes of transportation.

Complete Streets

In 2017, the Miami-Dade Board of County Commissioners adopted a resolution establishing County policy that Miami-Dade County's streets should be designed in accordance with the Complete Streets Design Guidelines.⁵⁰ The adoption and implementation of the guidelines will empower engineers and planners to design, construct and operate roads in a way that balances all modes of transportation within a context-sensitive approach that takes street typology and

land use types into consideration when planning street enhancements. The Guidelines include considerations for older adults as well as a recommendation to partner with age-friendly work.

Driving

According to Florida Department of Motor Vehicles data, the percentage of older adults, aged 60 years and older, with a driver license has remained relatively constant over the past five years, with only a mild increase among drivers between the ages of 60 and 79, and a modest decline among those aged 80 or more.³⁵ For many older adults, driving can be a symbol of freedom and ability to maintain independence. This is especially true in Miami-Dade County, where the use of cars for transportation is so widespread. Currently, there are no set standards of determining whether someone is able to continue driving, leaving the decision to the older adults affected, their families and caregivers. The Florida Department of Transportation (FDOT) is currently working to develop resources for families and caregivers to help them initiate discussion and decision-making as to whether the older adult should continue or stop driving.

Transit

As a service to its older adult residents aged 65 and older, its Social Security Beneficiaries 64 years of age or under, and to its disabled veterans, Miami-Dade County offers eligible residents Golden Passport/Patriot Passport EASY Cards that provide users with free transit rides on all forms of public transit, including the Metrobus and Metrorail systems. During the April-June 2015 quarter, Miami-Dade Transit issued 2,681 Golden Passport cards (65 and older), 1,325 Golden Passport cards (under 65) and 114 Patriot Passport cards. Currently, there are 239,621 certified Golden Passport/Patriot Passport customer accounts. These include: 167,068 Golden Passport (65 and older); 63,698 Golden Passport (under 65); and 8,855 Patriot Passport customers. However, the use of public transit poses barriers to older adults as it is impacted by the weather and other factors. Another challenge is meeting the needs of older adults in terms of routes. Safety concerns,

especially after dark, may be perceived as an additional barrier to using Metrorail.

In 2016, the Miami-Dade Transportation Planning Organization (TPO) approved the Strategic Miami Area Rapid Transit (SMART) Plan. It is a bold infrastructure investment program of projects that will significantly improve transportation mobility and provide a world-class transit system that will support economic growth and competitiveness in the global arena. The SMART Plan will expand transit options in Miami-Dade County along six (6) critical corridors that are linked to local, regional, national, and global economic markets.⁵²

Many local municipalities are providing additional means of transportation such as free trolley services in cities like Coral Gables and Doral. They are a simple and free option for older adults who want to access amenities and services within their community and neighborhood. These services have expanded to more areas due to funding from the Citizen's Independent Transportation Trust half-penny sales surtax's Municipal Transportation Program but do not exist in every community in Miami-Dade.³⁸

On Demand Services

On-demand, call-up door-to-door services are often preferred even when mass transit is available because of the convenience. Yet, cost and availability can pose challenges. The Special Transportation Service (STS) is a low-cost service for those who are eligible in Miami-Dade County. Recently, costs have increased to \$3.50 per trip, and \$7.00 for round trip. Personal care attendants travelling with STS customers ride free. There are existing policies that limit the types of service vehicles that can be used for STS, which creates barriers for individuals with disabilities.

Many local health providers also provide door-to-door services to facilitate access to doctor's appointments and procedures at their facilities. There are some agencies that pay the STS fee for patients to use their services, but it is still challenging for older adults to reach other destinations.

According to Miami-Dade STS data from September 2010 to September 2014, the STS client population exceeds 30,000 and more than 75 percent of this group is 62 years and older. In September 2014, 6,076 were between the ages of 62 and 74; 16,694 were 75 and older. From 2010 to 2014 there has been an increase in older adults, aged 62 and older, authorized to ride STS and there has also been an overall increase in costs to Miami-Dade to provide the service to its residents.

Transportation Planning in Miami-Dade

The Miami-Dade County 2040 Long-Range Transportation Plan (LRTP) is a primary activity in Miami-Dade County's transportation planning process. In the last update, the LRTP incorporated age-friendly language within two of the 2040 LRTP objectives.

In 2016, the Miami-Dade TPO passed a resolution to partner with the Miami-Dade Age-Friendly Initiative and to promote age-friendly projects and design where feasible and to partner with the Miami-Dade Age-Friendly Initiative. In 2017, the TPO led the development of an Aging Road User Strategic Safety Plan. Its goal is to improve the safety and mobility of the County's aging road users by reducing their fatalities, serious injuries, and crashes, while maintaining their mobility and independence. An "aging road user" is a driver, passenger, pedestrian, bicyclist, transit rider, motorcyclist, or operator of a non-motorized vehicle, who is 65 years of age and older. The plan analyzed crash patterns for 140+ older adult residential living centers. Specifically, it examined total crashes of all types and crashes involving persons 65 and older as auto users, pedestrians, or bicyclists that occurred within one-quarter-mile of such centers. From 2008 through 2014, between 10 percent and 11 percent of all crashes in Miami-Dade occurred within one-quarter-mile of these locations. Using a point system, the report outlined priority areas for road safety audits. In 2018, the TPO will lead and implement road safety audits and to identify countermeasures to issues in prioritized areas as identified in their Aging Road User Strategic Safety Plan.

Transportation Indicators

Indicator	Definition	Baseline	Baseline Date	Source
Older Adult Pedestrian Fatalities	Pedestrian Fatalities, Miami-Dade residents Age 50+	25	2012	Miami-Dade Transportation Planning Organization
Older Adult Pedestrian Injuries	Pedestrian Injuries, Miami-Dade residents Age 50+	869	2012	Miami-Dade Transportation Planning Organization
Golden Passport Use	Number of Older Adults (65+) with certified golden Passport	167,068	April – June 2015	Miami-Dade Transit
Special Transportation Service Use	Number of Older Adults (62+) authorized to ride STS	6,076 (between 62 and 74) & 16,694 (75+)	September 2014	Miami-Dade Transit
Age-Friendly Municipal Circulators	Number of municipalities that offer Circulators funded by CITT (that serve older adults)	N/A – Data Agenda	TBD	Citizen’s Independent Transportation Trust
Accessibility of Streets	Proportion of older adults who report that they have excellent to very good well-lit, accessible, safe streets and intersections for all users	41 %	October 2017	AARP Research Age-Friendly Community Survey
Reliable, accessible, and safe transportation options	Proportion of older adults who report that they have excellent to very good reliable, accessible, and safe transportation options	45%	October 2017	Age-Friendly Initiative Community Survey – Short Survey

Transportation – Strategies & Objectives

Objectives	Strategies
OLDER ADULT ENGAGEMENT & INVOLVEMENT	<ul style="list-style-type: none"> Engage older adults in the planning and implementation process of strategies related to Transportation.
OLDER ADULTS IN ALL POLICIES	<ul style="list-style-type: none"> Review policies related to transportation and planning in order to determine if older adults are considered or should be considered and included in the policies. Advocate for policy modifications and additions as needed. Ensure older adults are included in conversations and planning for the SMART Plan.

<p>OLDER ADULT ADVOCACY</p>	<ul style="list-style-type: none"> ○ Identify boards related to Transportation that should include an older adult advocate on the committee or council. ○ Train advocates as Age-Friendly Ambassadors. ○ Promote inclusion of an advocate or Age-Friendly Ambassador and periodically review whether their time on the committee is effecting change.
<p>ACTIVE TRANSPORTATION & SAFE STREETS Advocate and implement streets that are safe for all modes, users and mobility.</p>	<ul style="list-style-type: none"> ○ Standards, Policies and Planning <ul style="list-style-type: none"> ○ Develop model policies and model plans for adoption by municipalities ○ Advocate for adoption of policies and plans at the local level, especially the Miami-Dade Complete Streets Design Guidelines ○ Ensure all ages and abilities are considered in all policies and plans ○ Complete Road Safety Audits to identify safety concerns and countermeasures in areas of need ○ Safe Routes to Age in Place <ul style="list-style-type: none"> ○ Engineering: <ul style="list-style-type: none"> ▪ Design the physical environment to create safer, more convenient connections to the community and to local resources and services ▪ Conduct an audit of routes within communities commonly used by older adults in order to obtain an accurate understanding of the difficulty of certain routes and what can be done to make them better and safer ▪ Conduct audits together with local nonprofits, planning organizations, and older adult residents ○ Education: <ul style="list-style-type: none"> ▪ Increase knowledge about transportation safety and how it can affect access to healthy food, recreational opportunities, healthcare, open spaces, libraries, and employment and economic opportunities in order to allow older adults to live in community confidently and independently for as long as possible. ▪ Educate community members about 3-1-1 system that can be used to report any hazards or issues ▪ Promote safety programs for older adults such as the Alliance for Aging’s Safe Steps/Pasos Seguros program ○ Encouragement: <ul style="list-style-type: none"> ▪ Ensure that laws and policies, such as driving and pedestrian laws, keep older adults safe and help improve the environment ▪ Utilize audits and crash data to prioritize areas for Complete Streets modifications. ▪ Promote the implementation of Complete Streets county-wide ○ Enforcement: <ul style="list-style-type: none"> ▪ Ensure that laws and policies, such as driving and pedestrian laws, keep older adults safe and help improve the environment ○ Evaluation: <ul style="list-style-type: none"> ▪ Measure the results (outcomes) of the efforts or steps taken as part of this program. ○ Improve Crosswalks <ul style="list-style-type: none"> ○ Identify the most dangerous crossings for older adults within

	<p>communities utilizing existing data (local studies, crash data or walking audits) to identifying intersections in need of change</p> <ul style="list-style-type: none"> ○ Work with Miami-Dade Public Works to expand the crosswalk time at intersections that are dangerous and heavily used by older adults ○ Implement additional crosswalk improvements where needed such as shorter crossings, flashing lights, and audible crosswalks
<p>MOTORIZED AND ON-DEMAND TRANSPORTATION Ensure older adults have the opportunity to drive safely as well as have knowledge of and access to on-demand transportation services.</p>	<ul style="list-style-type: none"> ○ Education <ul style="list-style-type: none"> ○ Promote safe-driver education and resources ○ Develop a usable list of all on-demand services with contact information, eligibility information and cost within the county or in individual municipalities ○ Promote current on-demand services to older adults as alternatives to driving including STS, Uber, Lyft, etc that meet older adult needs ○ Entrepreneurial Programs <ul style="list-style-type: none"> ○ Encourage new, entrepreneurial programs that work towards an unmet need aimed at older adults. A program in which older adults could request a driver at a particular time of their choosing in order to travel to a location of their choosing ○ Provide grants, stipends or “hack-a-thon” events to develop ideas, cultivate individuals to champion those ideas and develop programming
<p>BETTER ACCESS AND QUALITY OF TRANSIT & STOPS Ensure that older adults have knowledge of resources for transit and how to use them, as well as have better access to quality transit stops.</p>	<ul style="list-style-type: none"> ○ Education <ul style="list-style-type: none"> ○ Promote and educate the community about the Golden Passport – a free card available to eligible Miami-Dade residents for free public transit throughout the county ○ Train older adults to use transit ○ Develop short educational trips for groups of older adults to learn to utilize public transit with a trip to local cultural centers to encourage use ○ Research and Focus Groups <ul style="list-style-type: none"> ○ Develop focus groups and research to understand the needs of older adults using public transit, especially those who use buses, in order to gain information about the gaps and needed amenities ○ Improve & Increase Transit Options <ul style="list-style-type: none"> ○ Support SMART Plan expansion, expanding transit options throughout the County ○ Ensure older adults are engaged in community input and involvement for the SMART plan ○ Ensure municipal trolleys connect older adults to wants and needs in the community ○ Ensure municipal trolleys are connected to the larger transit system ○ Improve Quality of and Access to Stops <ul style="list-style-type: none"> ○ Advocate for programs or plans to place public transit, especially bus stops, at corners or near crosswalks, with adequate seating (height and quality) and sufficient cover (from rain and sun) so that older adults can easily and comfortably access them ○ Advocate for additional public transit stops in areas to serve older adults’ needs and connect them to libraries, public spaces and parks ○ Ensure that the location of stops is convenient in relation to places of interest so there is not a long walk to reach the destination

Potential Partners

- AAA
- AARP Florida
- Alliance for Aging (Safe Steps/Pasos Seguros Program)
- Citizen's Independent Transportation Trust
- Community Leaders
- Florida Department of Transportation
- Greater Miami Chamber of Commerce
- Health Foundation of South Florida
- ITN Volunteer Driver Partners
- Medical Centers (Health Action Network)
- Miami-Dade County
- Miami-Dade Cultural Affairs
- Miami-Dade Transit
- Miami-Dade Transportation Planning Organization
- National Complete Streets Coalition
- Neat Streets Miami
- Planning and Transportation Departments (municipal and county)
- Public Works Departments (municipal and county)
- Ride Sharing Services (Uber/Lyft)
- Safe Mobility for Life Coalition
- United Way of Miami-Dade
- Urban Health Partnerships

Resources and More Information

- Age-Friendly Policy Information: <https://agefriendlymiami.org/project/age-friendly-public-policy/>
- Alliance for Aging Safe Steps/Pasos Seguros: <http://www.allianceforaging.org/consumers/pedestrian-safety/safe-steps-1>
- Florida Safe Mobility for Seniors Resources: <http://www.safeandmobileseniors.org/>
- Miami-Dade Aging Road User Strategic Safety Plan: <http://www.miamidadetpo.org/library/studies/aging-road-users-strategic-safety-plan-final-report-2017-11.pdf>
- Miami-Dade Complete Streets Design Guidelines: <http://www.miamidade.gov/neatstreets/library/complete-street-design-guidelines.pdf>
- Miami-Dade Golden Passport: www.miamidade.gov/transit/golden-passport.asp
- Miami-Dade SMART Plan: <http://www.miamidadetpo.org/smartplan.asp>
- Safe Routes to Age in Place Information: <https://agefriendlymiami.org/project/safe-routes-to-age-in-place/>
- Temporo-spatial gait parameters during street crossing conditions: a comparison between younger and older adults: <http://www.ncbi.nlm.nih.gov/pubmed/25530113>



Domain 3: Housing

Vision

Housing for older adults is affordable, accessible, and adapted to their needs and interests

Importance

For older adults aging in the community, living conditions can promote health, enhance their coping abilities and reduce disablement. However, living conditions can also create stress and increase risks of illness and accidents. Socioeconomic disparities in housing are likely to contribute to inequalities in interior conditions. Social resources such as co residential relationships, social network ties and social support are also shaped by housing. A set of risky or stressful physical and ambient living conditions including structural disrepair, clutter, lack of cleanliness, noise and odor can lead to significant decline in the quality of life of older adults.²³ Older adults who have a co resident partner and more sources of support are exposed to fewer risky or harmful living conditions. This suggests that living conditions are an important, though overlooked, factor that can have a significant effect on quality of life.²³ In addition, results from a study on homeless older adults showed that older adults who acquired housing experienced improvements in depression.²⁴ Appropriate housing is directly linked to mobility that allows older adults to engage in social participation and inclusion, and access and use of community and social services. Availability of housing that is affordable, well maintained, and adapted to the needs of older adults is vital to their safety, well-being and independence.⁵



Current Status in Miami-Dade



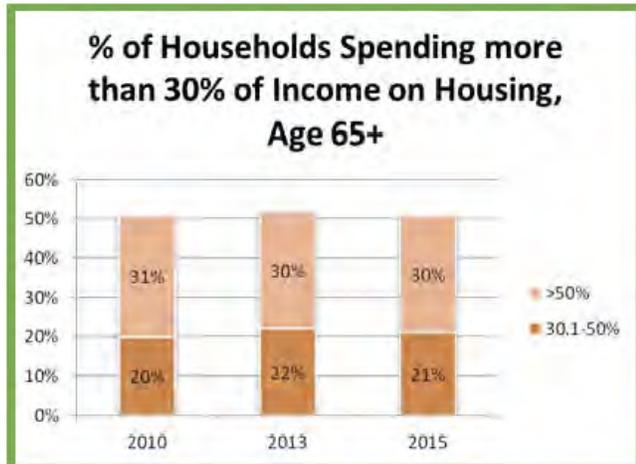
According to the Miami-Dade Age-Friendly Initiative Community Survey of residents age 50+, 85% of respondents said that having housing that is affordable, accessible, and adapted to their needs was very important to extremely important to them. Only 22% said that they would rate these currently as excellent or very good.⁴⁵

According to the 2013 American Community Survey Estimates, of the approximately 828,031 households in Miami-Dade, 188,928 households are individuals aged 65 and older (more than 20%). 69% of older adult households are 69.0% owner-occupied while 31.0% are renter occupied.³⁰

Affordability

The high cost of living and rental shortage in Miami-Dade can be a barrier for older adults, making it difficult for them to afford adequate housing. According to the Florida Housing Data Clearinghouse for 2015, nearly 51% of those aged 65 and older spent at least 30% of their income on rent or mortgage; of those 51%, 21% spent more than 30% of their incomes on housing, and the

remaining 30% spent more than 50% of their income on housing.³⁶



Florida Housing Data Clearinghouse, University of Florida, Shimberg Center for Housing Studies, 2015

Section 8 of the Housing Act of 1937 (Section 8) allows for rental housing assistance to private landlords on behalf of low-income households. There are programs through Section 8 that give families with children priority over older adults. Units specific for older adults have high demand and low availability, leaving many people on a waiting list for years, and in some cases, the wait extends beyond their lifetime. According to the Miami-Dade County Public Housing and Community Development (PHCD) department, as of June 2015, there are 4,983 older adults, aged 62 and older, receiving assistance through this program and almost three times the amount (14,368) are on the waiting list.

The Housing Choice Voucher Program is the federal government's major program for assisting very low-income families, the elderly and the disabled to afford housing in the private market. As of March 2015, there are 4,977 older adults, aged 62 and older, receiving assistance through this program and more than three times this amount (16,907) are on the waiting list. The stock of affordable housing is continuing to decline in Miami-Dade as developers are building more and more luxury buildings as a result of the improving economy.

Even for older adults who own their own homes, affordability can be an issue. Costs to maintain the

property can be burdensome and many cannot afford to make repairs or pay for the increasing taxes, leading many to choose to stop paying homeowners insurance once it is no longer required, putting themselves at risk. The Miami-Dade County Community Action and Human Services Department Energy Division provide weatherization assistance—the program is designed to reduce energy consumption in the home. By reducing the energy bills of low-income families, weatherization reduces dependency and frees these funds for use on more pressing family needs. There is currently a waiting list of 175 older adults on standby for environmental modifications.

Other organizations that also provide services include the AAA, the Florida Department of Elder Affairs Community Care for the Elderly (CCE) Program's three lead agencies in Miami-Dade which include: First Quality Home Care Services, Little Havana Activities & Nutrition Centers of Dade County, Inc., and United Home Healthcare Services, Inc., as well as the County's community based organization.

Adaptability and Accessibility

If older adults choose to stay in their homes, many do not have the ability to maintain and adapt their homes on their own, either physically or financially, to fit their needs. Moreover, environmental and home modification programs for the older adults have waiting lists due to the high demand, and the Older Americans Act, which provides repair programs, does not provide adequate assistance to complete repairs.

In addition, due to the lack of data on older adults living with family in intergenerational homes in Miami-Dade, there may be more demand for services to adapt homes to older adults' needs than is currently known. This challenge faced in Miami-Dade County is further complicated in cases of immigration and undocumented families, who cannot sign up for waiting lists and do not qualify for many available programs.

Designing homes for universal use, or Universal Design, is a way to ensure homes are equipped to

address the needs of an aging and changing population. Universal design is an approach to designing products and environments to be appropriate for all people, including those with physical, cognitive, or sensory impairments. Visitability is also a concept related to Universal Design but not as stringent. It is based on the principle that all new homes should include basic features that make them accessible to people

regardless of their physical abilities A visitable home has a main level that is easy to enter and exit. The three key features are at least one no-step entrance, wide interior doors, and at least a half bathroom on the main level. Advocating for new housing and buildings include Universal Design or visitability features can help ensure that housing stock can accommodate our aging population.⁵³

Housing Indicators

Indicator	Definition	Baseline	Baseline Date	Source
Affordability of Housing	Proportion of older people who live in a household that spends less than 30% of their equalized disposable income on housing.	49%	2015	Florida Housing Data Clearinghouse, University of Florida, Shimberg Center for Housing Studies
Accessibility of homes	Proportion of older adults who report that they have excellent to very good accessible homes (Accessibility of homes (e.g., a no step entrance, wider doorways, grab bars in bathrooms, & first floor bedrooms and bathrooms)	20%	October 2017	AARP Research Age-Friendly Community Survey
Accessible, Affordable, & Adaptable Housing	Proportion of older adults who report that they have excellent to very good housing that is affordable, accessible, and adapted to their needs	22%	October 2017	Age-Friendly Initiative Community Survey – Short Survey

Housing Strategies & Objectives

Objectives	Strategies
OLDER ADULT ENGAGEMENT & INVOLVEMENT	<ul style="list-style-type: none"> Engage older adults in the planning and implementation process of strategies related to Housing.
OLDER ADULTS IN ALL POLICIES	<ul style="list-style-type: none"> Review policies related to housing in order to determine if older adults are considered or should be considered and included in the policies. Advocate for policy modifications and additions as needed.
OLDER ADULT ADVOCACY	<ul style="list-style-type: none"> Identify boards related to Housing and community design that should include an older adult advocate on the committee or council. Train advocates as Age-Friendly Ambassadors. Promote inclusion of an advocate or Age-Friendly Ambassador and periodically review whether their time on the committee is effecting change.

<p>AFFORDABILITY Provide affordable housing options and availability to older adults through education, policy, and an increase in affordable options.</p>	<ul style="list-style-type: none"> ○ Education <ul style="list-style-type: none"> ○ Make the community aware of issues with affordability. Spread awareness about the extent of the problems and dangers of doing nothing ○ Educate the public about the impending loss of affordable housing stock ○ Raise awareness on how difficult it is for older adults to meet code enforcement requirements ○ Promote the building of urban centers where walkable communities can support affordable housing ○ Promote non-traditional housing options, such as cohabitating as an way to increase the stock of affordable housing ○ City, Council & State-Level Policy <ul style="list-style-type: none"> ○ Advocate for transit-oriented development of affordable housing ○ Advocate for zoning that promotes mixed-income units / accessory dwelling units (in-law quarters, small apartments) ○ Prioritize program resources for the highest-risk applicants (Small Housing Authority Reform Proposal (SHARP), etc.) ○ Develop policies that keep us from losing ground on the current levels of affordable housing stock (eminent domain style adjustment on expiring affordability mandates) ○ Advocate for program funding for very low-income households to include policies regarding aging in place from the Senate Appropriations, Florida State Housing Initiatives Partnership (SHIP), and local dollars ○ Advocate for use of the State of Florida William E. Sedowski Affordable Housing Act funds to go to affordable housing as intended ○ Advocate for inclusionary zoning ordinances and incentives that encourage a given share of new construction to be affordable for people with low to moderate incomes. Include language to address the needs of older adults or how much housing should be dedicated to older adults ○ Advocate for multigenerational considerations in eligibility criteria for income-based public assistance ○ Adjust codes and reduce tax restrictions in order to allow and encourage reasonable additions to existing owner-occupied homes thus increasing affordable housing stock (more mother-in-law suites and converted garages) ○ Limit code enforcement for older adult homeowners to issues that are of a life threatening nature
<p>ACCESSIBILITY AND ADAPTABILITY Ensure that older adults are able to live in homes that are accessible or able to be modified and adaptable to their</p>	<ul style="list-style-type: none"> ○ Education <ul style="list-style-type: none"> ○ Build awareness of issues related to homeowners and making their home environment safe at home, as making safety modifications more affordable ○ Educate the community about the importance of adaptability and accessibility to increase the availability of stock for older adults ○ Educate older adults about resources available for financing and adaptability, or modifying homes to make them safe for older adults to

<p>needs.</p>	<ul style="list-style-type: none"> ○ age in place <ul style="list-style-type: none"> ○ Increase funding sources for adaptability such as programs and microloans for older adults ○ Increase awareness on universal design and visitability and their importance for the older adult population ○ Encourage developers to use universal design and/or visitability features in new construction projects ○ Policy <ul style="list-style-type: none"> ○ Create and/or promote age-friendly standards for older adult housing ○ Generate and allocate resources must be allocated/generated to address waiting lists for all programs connected to housing access and adaptability for older adults ○ Address the need for coordination between adaptability programs to include all phases of work ○ Implement a systematic older adult home environment assessment program using checklists such as Check for Safety: A Home Fall Prevention Checklist for Older Adults (Centers for Disease Control and Prevention) and Older Adult Fall Prevention Checklist (National Safety Council) and others ○ Promote universal design standards ○ Promote visitability policies and incentive programs
<p>PROGRAMS AND SERVICES Ensure that services and programs meet the housing needs of older adults</p>	<ul style="list-style-type: none"> ○ Education <ul style="list-style-type: none"> ○ Develop or aggregate accurate local data in order to better tell the local story of needs and gaps in services ○ Educate the public about the availability of programs and how to navigate these systems. ○ Policy <ul style="list-style-type: none"> ○ Advocate for the need for coordination of existing and available programs. ○ Advocate for the need for public and private partnerships to address the issues of financial resources and innovation around supply and demand of services ○ Advocate for review of eligibility requirements for programs to ensure older adults have access to the services they need

Potential Partners

- AARP Florida
- Alliance for Aging
- Building Owners
- Developers
- Enterprise Community Partners
- Greater Miami Chamber of Commerce
- Habitat for Humanity
- Health Foundation of South Florida
- Miami Affordability Project
- Miami-Dade County
- Miami-Dade County Housing and Community Development
- Miami-Dade Homeless Trust
- Miami Homes for All
- Mayors, Commissioners, Community Leaders
- Realtors
- Rebuilding Together Miami
- South Florida Community Development Coalition

- Smart Growth Partnership
- STEPS in the Right Direction
- United Way of Miami-Dade
- Urban Health Partnerships

Resources and Additional Information

- Check for Safety. A Home Fall Prevention Checklist for Older Adults: www.cdc.gov/HomeandRecreationalSafety/pubs/English/booklet_Eng_desktop-a.pdf
- Enterprise Community Partners Aging in Place Design Guidelines: <https://www.enterprisecommunity.org/resources/aging-place-design-guidelines-18245>
- First Quality Home Care Services: <http://www.firstqualityhomecare.com/>
- Florida Department of Elder Affairs Community Care for the Elderly (CCE) Program: <http://elderaffairs.state.fl.us/doea/cce.php>
- Little Havana Activities & Nutrition Centers of Dade County, Inc.: <http://www.lhanc.org/>
- Miami Affordability Project (MAP): <http://comte.ccs.miami.edu/housing/map>
- Miami-Dade County Public Housing and Community Development: <http://www.miamidade.gov/housing/home.asp>
- STEPS Florida Program: <http://www.stepsflorida.org/>
- Older Adult Fall Prevention Checklist: www.nsc.org/NSCDocuments_Advocacy/Fact%20Sheets/Slips-Trips-and-Falls.pdf
- United Home Healthcare Services, Inc.: <http://www.unitedhomecare.com/>
- Universal Design Coalition: <http://easyuniversaldesign.com/>
- William E. Sedowski Affordable Housing Act: http://www.floridahousing.org/FH-ImageWebDocs/AboutUS/SadowskiAct_Outline.pdf

Social Environment



The social environment is generally defined as the social setting people live in and involves many aspects of our daily lives. Because of the direct impact the built environment has on one's ability to engage with the social aspects of a community, the social environment is inextricably linked to the built environment, and thus, includes the physical surroundings. The design of the community along with the availability of resources determines the level of interaction an individual has with the social aspects of the community. If the aspects of the three built environment domains are in place, it will assist in covering the gaps found on the five domains of the social environment. The social environment domains are ⁵:



Domain 4: Social Participation

An age-friendly community should have affordable and conveniently located events, activities, and opportunity for social engagement tailored to all ages, including older adults.



Domain 5: Respect and Social Inclusion

An age-friendly community promotes awareness and understands the value and needs of older adults. Additionally, the input of older adults should be included in the decision-making process for all aspects and areas of the community.



Domain 6: Civic Participation and Employment

The availability of sufficient and varied employment, volunteering and training program opportunities tailored to older adults is also key to an age-friendly community. Similar to domain five, older adults should be included in the decision-making in both private and public sectors to effectively meet their needs.



Domain 7: Communication and Information

In an age-friendly community it is important to have continued and widespread distribution of information, therefore an efficient communication system needs to be in place to reach all individuals and effectively inform residents of the services, programs and resources available in the community.



Domain 8: Community Support and Health System

In order to meet the needs of older adults, an age-friendly community needs to provide adequate access to all levels of healthcare and offer services that promote, maintain, and restore health. Community support including delivery of services, social services, and widespread information and resources for emergency planning is vital to older adults.



Domain 4: Social Participation

Vision

Older adults enjoy a wide range of opportunities for social participation.

Importance

Continued social participation is strongly connected to good quality of life, good health, and overall well-being. The active participation in recreational, cultural, and spiritual activities available in the community help form supportive and caring relationships, which can generate a sense of well-being and establish social integration. These are paramount factors in active aging and good health outcomes.⁵ In fact, it has been found that individuals with adequate social relationships have a 50% greater likelihood of survival compared to those with weaker ones and that the influence of social relationships on the risk of death is comparable, and at times exceeds, the influence of other well-established risk-factors such as alcohol, tobacco, obesity, and physical inactivity.⁵⁴ Social participation combats isolation and encourages older adults to continue to live vibrantly in the community.

Current Status in Miami-Dade



According to the Miami-Dade Age-Friendly Initiative Community Survey of residents age 50+, 80% of respondents said that having a wide range of opportunities for them to be social to interact with their neighbors and community was very important to extremely important to them. Only 32% said that they would rate these currently as excellent or very good.⁴⁵

The Miami-Dade County Department of Cultural Affairs *Golden Ticket Arts Guide* offers senior



residents, aged 62 and older, an array of cultural events. They can enjoy everything included in the guide at no cost.

The Miami-Dade County Parks, Recreation and Open Spaces' Active Older Adults Program is a local effort to encourage older adults, aged 55 and older, to improve their health and well-being by participating in programs that will help them stay physically and mentally active.

In addition, the Miami-Dade Public Library System's Get Social @ the Library: Lifetime Living through Art for Older Adults provides a series of art workshops, led by professional teaching artists, that offer older adults, aged 55 and older, learning and social engagement opportunities at selected branches.

Throughout Miami-Dade, a priority for social participation continues to surface around identifying what additional opportunities are available for social participation as well as ensuring that older adults have access and are aware of the opportunities.

Social Participation Indicators

Indicator	Definition	Baseline	Baseline Date	Source
Engagement in Socio-Cultural Activity	Proportion of older adults among all reported visitors to local cultural facilities and events / Number of older adults that utilized the Golden Ticket Arts Guide Coupons	N/A	N/A – Data Agenda	Administrative data from Cultural Affairs
Opportunities to be social and interact	Proportion of older adults who report that they have excellent to very good wide range of opportunities to be social and interact.	32%	October 2017	Age-Friendly Initiative Community Survey – Short Survey

Social Participation Strategies & Objectives

Objectives	Strategies
OLDER ADULT ENGAGEMENT & INVOLVEMENT	<ul style="list-style-type: none"> Engage older adults in the planning and implementation process of strategies related to Social Participation.
OLDER ADULTS IN ALL POLICIES	<ul style="list-style-type: none"> Review policies related to Social Participation in order to determine if older adults are considered or should be considered and included in the policies. Advocate for policy modifications and additions as needed.
OLDER ADULT ADVOCACY	<ul style="list-style-type: none"> Identify boards related to Social Participation that should include an older adult advocate on the committee or council. Train advocates as Age-Friendly Ambassadors. Promote inclusion of an advocate or Age-Friendly Ambassador and periodically review whether their time on the committee is effecting change.
AWARENESS	<ul style="list-style-type: none"> Increase education around the impact of social isolation on physical and mental health
CATALOG & PROMOTE OPPORTUNITIES FOR SOCIAL PARTICIPATION	<ul style="list-style-type: none"> Develop an inventory of social participation opportunities to identify current assets and gaps Survey community to understand why older adults are or are not participating, what is missing, and how older adults are engaging in the community Ensure that events are both relevant and meaningful for older adults Ensure that older adults are aware and have access to information on social participation opportunities
PROMOTE AGE-FRIENDLY AND CONTEXT-SENSITIVE OPPORTUNITIES	<ul style="list-style-type: none"> Create a report and feedback loop as to why older adults do and do not engage and why they do not Provide information to partners and key providers to ensure they are creating and offering events that are relevant, meaningful, and accessible to older adults wants and needs Develop a toolkit, resources, or training to help communities and businesses make social participation opportunities age-friendly or intergenerational Work with partners to ensure timing and locations are considered in order to

reach older adults

Potential Partners

- AARP Florida
- Age-Friendly Ambassadors
- Alliance for Aging
- Commissioners, Local Leaders
- Community Centers
- Cultural Affairs Departments
- Florida International University
- Greater Miami Chamber of Commerce
- Media (local newspapers, news programs)
- Miami-Dade County
- Nonprofit Organizations
- Parks, Recreation and Open Spaces Departments (local and county level)
- Senior Centers
- United Way of Miami-Dade
- YMCA of South Florida

Resources & Additional Information

- Miami-Dade County Cultural Affairs Golden Ticket Program: <http://www.miamidadearts.org/education/golden-ticket-arts-guide>
- Miami-Dade County Parks, Recreation and Open Spaces Department's Active Older Adults Program: <http://www.miamidade.gov/parks/active-adults.asp>
- Miami-Dade Public Library System's Get Social @ the Library: Lifetime Living through Art for Older Adults Program: <http://www.miamidade.gov/mayor/library/Service-Needs-Working-Group/SN08%20Program%20Plan%20-%20Calendar%20of%20Events/SN8%20Program%20Plan%20-%20Calendar%20of%20Events%20Attachments/Lifetime%20Arts%20for%20Seniors.pdf>



Domain 5: Respect & Social Inclusion

Vision

Older adults feel welcomed and valued in all community settings.

Importance

Respect and social inclusion is extremely important in the social environment for older adults. Today, there is a growing gap between generations, due in part to the advances in technology, which has contributed to the widespread misunderstanding about aging and often times can lead to a lack of consideration of older adults' needs from family, community and during services provided.⁵ This gap among generations can lead to ageism and preconceived notions that may lead to serious consequences such as social isolation and depression. Some see older adults as needy, and on their way out rather than an active and vibrant part of our society. Addressing the challenges found in this area is essential for older adults and is possible through communitywide events and activities tailored to all generations and toward understanding. The encouragement of intergenerational interaction not only creates awareness about the needs of older adults, but also fosters respect and social inclusion.

Current Status in Miami-Dade



According to the Miami-Dade Age-Friendly Initiative Community Survey of residents age 50+, 77% of respondents said that having a sense that older adults are welcomed and valued in all settings was very important to extremely important to them. Only 34% said that they would rate this currently as excellent or very good.⁴⁵



Older adults have become less visible in our communities because there are fewer roles that they can play, so they tend to become less engaged in the community. This can be further exacerbated by poverty, socioeconomic problems, disability, as well as safety concerns.

There are currently several programs available for older adults in Miami-Dade County addressing the issues of respect of older adults and social inclusion. These include the Positive Living Award, through the Alliance for Aging, where business and community leaders who support the efforts of the Alliance applaud those older adults who are “giving back” to their communities; Miami-Dade County’s Grandparents Raising Grandchildren Initiative in conjunction with Miami-Dade County Public Schools (M-DCPS) Office of Community Services that provides support services to grandparent caregivers in South Dade.

The County also has a volunteer month that includes many older adults that are contributing to their community. This is an indicator that older adults are, and want to be, involved in the community. Additionally, there are currently 25 businesses in Little Havana signed up to be a part of

the Age-Friendly Business District pilot project. All of the businesses provide discounts to older adults in the area on Tuesdays, making them feel respected and wanted in the businesses.

While these are steps in the right direction, a study conducted by United Way of Miami-Dade and Bendixen & Amadi International in 2013 found that taken as a whole, there is little immediate consciousness of the challenges facing the older adult population. However, when prompted, opinion leaders recognized the importance of addressing the issues related to this ever-growing group in Miami-Dade County. This suggests a need for continued education of the community on the

topic, in order to create an atmosphere in which any proposed effort on behalf of older adults could succeed.

In addition, since 2016, there has been leadership in Miami-Dade County and several municipalities surrounding joining the Global Network of Age-Friendly Communities. Miami-Dade County joined the network in 2016, and as of July 2018, five municipalities within the County have signed on including Coral Gables, Cutler Bay, Miami Lakes, Palmetto Bay, and Pinecrest. In addition, the City of Miami recently passed a resolution to join the global network.

Respect & Social Inclusion Indicators

Indicator	Definition	Baseline	Baseline Date	Source
Age-Friendly Communities	Number and proportion of municipalities in Miami-Dade that have committed to making their community age-friendly by joining the AARP Network of Age-Friendly Communities	5 (14%)	June 2018	AARP Network of Age-Friendly Communities Member List
Elder Abuse	Number of reported cases of maltreatment of older adults (as a proportion of the total number of older people)	N/A	N/A – Data Agenda	Data collected from elder abuse hotline, law enforcement, or community groups Florida Department of Elder Affairs
Positive Social Attitude Toward Older Adults	Proportion of older adults who report that they have excellent to very good sense that older adults are welcomed and valued in all settings.	34%	October 2017	Age-Friendly Initiative Community Survey – Short Survey

Respect & Social Inclusion Strategies & Objectives

Objectives	Strategies
OLDER ADULT ENGAGEMENT & INVOLVEMENT	<ul style="list-style-type: none"> Engage older adults in the planning and implementation process of strategies related to Respect & Social Inclusion.
OLDER ADULTS IN ALL	<ul style="list-style-type: none"> Review policies related to Respect & Social Inclusion in order to determine

<p>POLICIES</p>	<p>if older adults are considered or should be considered and included in the policies.</p> <ul style="list-style-type: none"> ○ Advocate for policy modifications and additions as needed.
<p>OLDER ADULT ADVOCACY</p>	<ul style="list-style-type: none"> ○ Identify boards related to Respect & Social Inclusion and community design that should include an older adult advocate on the committee or council. ○ Train advocates as Age-Friendly Ambassadors. ○ Promote inclusion of an advocate or Age-Friendly Ambassador and periodically review whether their time on the committee is effecting change.
<p>AWARENESS</p>	<ul style="list-style-type: none"> ○ Provide education around the role of social inclusion on physical and mental health. ○ Increase awareness around the role of discrimination and bias on wellbeing.
<p>AGE-FRIENDLY COMMUNITIES Ensure Miami-Dade Municipalities are committed to creating Age-Friendly Communities</p>	<ul style="list-style-type: none"> ○ Educate Miami-Dade County Municipal leaders about age-friendly communities and the benefits and need for joining the AARP Network of Age-Friendly Communities. ○ Encourage municipalities to join and celebrate successes. ○ Provide technical assistance to municipalities that need assistance with implementing or identifying age-friendly strategies. ○ Track the number of municipalities that have joined the network and their phase of implementation.
<p>INTERGENERATIONAL PROGRAMMING Promote international programming in order to increase interaction between residents of all ages and build respect and understanding</p>	<ul style="list-style-type: none"> ○ Promote intergenerational housing ○ Promote intergenerational events and provide resources to aid in their development
<p>AGE-FRIENDLY EVENTS</p>	<ul style="list-style-type: none"> ○ Develop criteria for age-friendly events and a logo through the Mayor’s office to designate and identify age-friendly events for the community. ○ Develop a toolkit for event hosts to utilize in their planning processes ○ Bridge the gap between the planners and planned events and community members – ensure older adults are included and aware as events are planned
<p>OLDER ADULTS IN ALL PROCESSES</p>	<ul style="list-style-type: none"> ○ Promote the idea of “Older Adults in all Processes” including workforce and education ○ Develop resources for employers and universities to consider ways they can incorporate older adults into their communities and ecosystems ○ Develop a training on aging related bias, to help address how organizations and groups address bias in their decision making, planning and delivery of services

Potential Partners

- AARP Florida
- AARP Network of Age-Friendly Communities

- Age-Friendly Ambassadors
- Alliance for Aging
- Commissioners, Local Leaders
- Consortium for a Healthier Miami-Dade – Elder Issues Committee
- Employers
- Faith-based Organizations
- Greater Miami Chamber of Commerce
- Health Foundation of South Florida
- Media (local newspapers, news programs)
- Miami-Dade County
- Miami-Dade County Public Schools
- Nonprofit Organizations
- Parks, Recreation and Open Spaces Departments (local and county level)
- Senior Centers
- The Children’s Trust
- United Way of Miami-Dade
- Universities
- Urban Health Partnerships
- YMCA of South Florida
- World Health Organization Age-Friendly Cities Initiative

Resources and Additional Information

- Alliance for Aging Positive Living Award: <http://www.allianceforaging.org/201-positive-living-award-nominations-are-being-accepted>
- AARP Community Survey: <http://www.aarp.org/livable-communities/info-2014/aarp-community-survey-questionnaire.html>
- AARP Network of Age-Friendly Communities: <https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2014/an-introduction.html>
- Bendixen & Amadi Assessment-of-community-leaders-perceptions-relating-to-older-adult-issues: <https://agefriendlymiami.org/project/assessment-of-community-leaders-perceptions-relating-to-older-adult-issues/>
- World Health Organization Network of Age-Friendly Cities and Communities: http://www.who.int/ageing/projects/age_friendly_cities_network/en/



Domain 6: Civic Participation & Employment

Vision

Older adults have a wide range of employment and civic engagement opportunities.

Importance

Civic participation and employment opportunities are also key components of the social environment and, as such, need to be readily available in the community. Many older adults do not choose traditional retirement and want to continue contributing to their communities after retirement, allowing them to remain active either through paid or voluntary work. Although employment and civic engagement are an important factor in being involved and a part of the community, there are many barriers that limit the availability of opportunities including cultural barriers, lack of awareness of the capability of seniors, and stereotypes on limitations, among others.

In addition, lack of employment opportunities is a large barrier especially to older adults and families that need additional income to make ends meet. This can lead to serious results including the inability to afford adequate housing, and consequently a decline in quality of life⁵

Current Status in Miami-Dade



According to the Miami-Dade Age-Friendly Initiative Community Survey of residents age 50+, 82% of respondents said that having a wide range of employment and entrepreneurship opportunities was very important to extremely important to them. Only 34% said that



they would rate these currently as excellent or very good. In addition, 63% of respondents said that having opportunities to get involved in their local government and advocate for issues they care about was very important or extremely important to them. Only 33% of respondents said that they would rate these currently as excellent or very good.⁴⁵

Florida's "Longevity Economy" is defined as the sum of all economic activity that is supported by the consumer spending of households headed by someone aged 50 and older, according to a report released by AARP and Oxford Economics. This includes spending both in Florida and on exports from Florida to other states. The report found that this age group contributed to the economy in a positive, outsized proportion to their share of the population. While it represented 29% of Florida's population in 2013, it accounted for 54% of Florida's gross domestic product. The report also shows that older adults make a significant contribution to Florida's workforce.³⁹

According to American Community Survey data, from 2009 to 2013, the percentage of older adults,

aged 55 and older who are employed in Miami-Dade, has had a slight overall increase. In 2013, this group made up nearly 20% of the labor force.³⁰

It has been difficult in Miami-Dade County to garner support for employment programs specifically targeted to older adults. Although studies have shown that older adults often come with more experience and need less training than their

younger counterparts, employers may not understand this or they may feel they should not recruit one particular age group. One particular organization of note in Miami-Dade is ReServe Miami. ReServe matches older adult talent with the expressed needs of government and social services agencies to help fill critical gaps. ReServists are age 55+ and bring their experience and wealth of knowledge to the jobs.

Civic Participation & Employment Indicators

Indicator	Definition	Baseline	Baseline Date	Source
Paid Employment	Proportion of older people (50-65+) who are in the labor force and currently unemployed.	N/A	N/A – Data Agenda	Administrative Data from local government
Paid Employment	Proportion of older people (65+) who are in the labor force and currently unemployed.	7.1%	2015	American Community Survey 5 Year Estimates, Age 65+
Equal Opportunity	Proportion of older adults who report that they have excellent to very good policies that ensure older adults can continue to have equal opportunity to work regardless of their age	37%	October 2017	AARP Research Age-Friendly Community Survey
Participation in Local Decision-Making	Proportion of eligible older voters who actually voted in the most recent local election or legislative initiative.	N/A	N/A – Data Agenda	Administrative Data from local government
Employment & Entrepreneurship Opportunities	Proportion of older adults who report that they have excellent to very good wide range of employment and entrepreneurship opportunities.	21%	October 2017	Age-Friendly Initiative Community Survey – Short Survey
Opportunities for Advocacy	Proportion of older adults who report that they have excellent to very good opportunities to get involved in local government and advocate for issues they care about.	31%	October 2017	Age-Friendly Initiative Community Survey – Short Survey

Civic Participation & Employment Strategies & Objectives

Objectives	Strategies
OLDER ADULT ENGAGEMENT & INVOLVEMENT	<ul style="list-style-type: none"> Engage older adults in the planning and implementation process of strategies related to Civic Participation & Employment.
OLDER ADULTS IN ALL POLICIES	<ul style="list-style-type: none"> Review policies related to Civic Participation & Employment in order to determine if older adults are considered or should be considered and included in the policies. Advocate for policy modifications and additions as needed.
OLDER ADULT ADVOCACY	<ul style="list-style-type: none"> Identify boards and committees related to Civic Participation & Employment and community design that should include an older adult advocate on the committee or council. Create a list of open seats on community boards where older adults can get involved Recruit and train advocates as Age-Friendly Ambassadors. Promote inclusion of an advocate or Age-Friendly Ambassador and periodically review whether their time on the committee is effecting change.
VOLUNTEERING	<ul style="list-style-type: none"> Develop a disaster Volunteer Corp Create a resource guide of volunteer pages for older adults
WORKFORCE TRAINING & EMPLOYMENT OPPORTUNITIES	<ul style="list-style-type: none"> Analyze availability of training programs for new job skills and identify gaps Create a resource guide of local companies looking for older adults to join their teams
BUSINESS COMMUNITY OUTREACH	<ul style="list-style-type: none"> Promote an older adult workforce and consideration of including older adults in the new “gig” economy Educate the business community on the value of older adults in the workforce and how to shift hiring practices to be more inclusive Development a toolkit for creating an intergenerational team

Potential Partners

- AARP Florida
- AARP Foundation WorkSearch
- AARP Foundation Community Service Employment Program
- Age-Friendly Ambassadors
- Alliance for Aging
- Commissioners, Local Leaders
- Department of Elder Affairs
- Employers
- Encore
- Greater Miami Chamber of Commerce
- Health Foundation of South Florida
- Libraries
- Media (local newspapers, news programs)
- Miami-Dade County
- Nonprofit Organizations
- Parks, Recreation and Open Spaces Departments (local and county level)
- Reserve Miami
- Senior Centers
- UNIDAD of Miami-Beach Community Service Employment Program
- United Way of Miami-Dade
- Urban Health Partnerships
- Volunteer Florida
- YMCA of South Florida

Resources and Additional Information

- Be on the cutting edge for the boom in older workers:
http://www.hfsf.org/Uploads/Presentation_MultiGenerational_Retention_Management.pdf
- Employ Florida Marketplace, Silver Edition: <https://www.employflorida.com/portals/silver/Default.asp>
- Florida Department of Elder Affairs Senior Community Service Employment Program (SCSEP):
<http://elderaffairs.state.fl.us/does/scsep.php>
- Get in front or get left behind: The value proposition of recruiting & retaining older employees:
http://www.hfsf.org/Uploads/Cutting_Edge_Recruitment.pdf
- Miami-Dade Age-Friendly Initiative Resources for Increasing Employment Opportunities for Older Adults: <https://agefriendlymiami.org/project/increasing-employment-opportunities-for-older-adults/>
- ReServe Miami: <http://www.reserveinc.org/>
- Senior Community Service Employment Program: <http://elderaffairs.state.fl.us/does/scsep.php>
- Value Proposition or Verdict Risk Perceptions and Misperceptions of the Legal Rights and Risks of Older Workers For the Human Resources Professional:
http://www.hfsf.org/Uploads/Legal_Rights_Risks_of_Older_Workers.pdf
- Video Resources: Reasons to Recruit & Retain Older Workers and Intergenerational Workforce Dynamics: <https://agefriendlymiami.org/tools-resources>



Domain 7: Communication & Information

Vision

Older adults have access to the information that they want and need and the broader community is aware and knowledgeable about the presence, value, needs and wants of older adults.

Importance

A widespread distribution through various communication systems is paramount to an effective social environment. The communication of information regarding events, programs and services must be based on the needs and interests of older adults. It also must show the community's general understanding and ability to provide services and information to meet these needs and interests accordingly.⁵

Communication and Information is an extremely important domain since it is vital to the effectiveness of other domains, especially Social Participation, Respect and Inclusion, Civic Participation and Employment, and Community Support and Health System. There is a need to have widespread communication and information of available services, programs and resources available to assist older adults and organizations must communicate it properly.

Current Status in Miami-Dade



According to the Miami-Dade Age-Friendly Initiative Community Survey of residents age 50+, 67% of respondents said that having access to information about services and opportunities was very important to extremely important to them. Only 23% said that they would rate their current access to this type of information as excellent or very good.⁴⁵



Today, although there are many sources of information, it can be fragmented and hard to find local, relevant information in one place. Another challenge is cultural issues that need to be considered. Older adults in Miami-Dade are diverse in age, ethnicity, ability, health and socioeconomic status, therefore understanding and disseminating culturally sensitive and multilingual information is paramount.

Moreover, in order to address gaps in communication and information we need to become aware of what the media is reporting.

The Alliance for Aging reports that from 2012 to 2017 the Aging and Disability Resource Center (ADRC) has seen a significant increase in the number of calls, from 28,594 calls in 2012 to 101,780 in 2017 – a notable 256% increase.

The top reasons for calls were to inquire about: income support and assistance; individual, family and community support. On the issue of health care, callers asked for help with Medicare, Medicaid and SHINE (Serving Health Insurance Needs of Elders), a free program offered by the Florida Department of Elder Affairs and the Alliance for Aging where specially trained volunteers in Miami-

Dade and Monroe counties assist individuals with Medicare, Medicaid and health insurance questions by providing one-on-one counseling and

information.

Communication & Information Indicators

Indicator	Definition	Baseline	Baseline Date	Source
Availability of Information	Availability of local sources providing information about health concerns and service referrals.	28,594 calls in 2012 - 75,130 in 2014 - 101,780 in 2017	2012-2017 (256% Increase)	Alliance for Aging Disability Resource Center
Internet Access	Proportion of older people living in a household with internet access at home	N/A	N/A – Data Agenda	Demographic data of internet users reported by public and/or private internet providers
Access to Information	Proportion of older adults who report that they have excellent to very good access to information about services and opportunities	34%	October 2017	Age-Friendly Initiative Community Survey – Short Survey

Communication & Information Strategies & Objectives

Objectives	Strategies
OLDER ADULT ENGAGEMENT & INVOLVEMENT	<ul style="list-style-type: none"> Engage older adults in the planning and implementation process of strategies related to Communication & Information.
OLDER ADULTS IN ALL POLICIES	<ul style="list-style-type: none"> Review policies related to Communication & Information in order to determine if older adults are considered or should be considered and included in the policies. Advocate for policy modifications and additions as needed.
OLDER ADULT ADVOCACY	<ul style="list-style-type: none"> Identify boards related to Communication & Information that should include an older adult advocate on the committee or council. Train advocates as Age-Friendly Ambassadors. Promote inclusion of an advocate or Age-Friendly Ambassador and periodically review whether their time on the committee is effecting change. Ensure information targeting older adults is communicated in a variety of ways, including print, online, radio, TV, newsletters, and bulletin boards

<p>ACCESS TO INFORMATION FOR OLDER ADULTS</p>	<ul style="list-style-type: none"> ○ Ensure older adults get the information they need in a variety of ways, including print, online, radio, TV, newsletters, and bulletin boards ○ Encourage community groups to consider to reach older adults in a variety of ways and in multiple languages. ○ Identify and promote classes and resources focused on building older adults' computer and technology skills
<p>COMMUNITY IS AWARE OF VALUE AND NEEDS OF OLDER ADULTS</p>	<ul style="list-style-type: none"> ○ Promote older adult issues in all policies and communications ○ Promote the Frameworks Institute's Reframing Aging report and encourage use of more optimistic language used by those in aging field ○ Provide trainings to local leaders and media surrounding Reframing Aging to build capacity ○ Develop refined messaging to engage local leaders and to convey the urgency of preparing for the aging of our community ○ Develop partnerships with the media to implement campaigns and publish articles about older adults and their needs on a regular basis

Potential Partners

- 311
- AARP Florida
- Age-Friendly Ambassadors
- Alliance for Aging
- Commissioners, Local Leaders
- Community Action & Resources Department, Miami-Dade County
- EveryoneOn
- FrameWorks Institute
- Greater Miami Chamber of Commerce
- Health Foundation of South Florida
- Libraries
- Local Internet/Phone Providers
- Media (local newspapers, news programs)
- Miami-Dade County
- Nonprofit Organizations
- Senior Centers
- United Way of Miami-Dade
- Urban Health Partnerships
- YMCA of South Florida

Resources and Additional Information

- Aging and Disability Resource Center (ADRC): <http://www.allianceforaging.org/consumers/get-help-information/adrc>
- Florida Department of Elder Affairs - Elder Update Bi-Monthly Newsletter: http://elderaffairs.state.fl.us/doea/elder_update.php
- Frameworks Institute - Reframing Aging: <http://frameworksinstitute.org/reframing-aging.html>
- SHINE Information: <http://www.allianceforaging.org/consumers/shine-resources>



Domain 8: Community Support & Health System

Vision:

Older adults are supported by and have access to quality health care, community-based wellness, and supportive services.

Importance

The ability of older adults to sustain long-term independence in their community is directly based on the availability of accessible quality health care and support services. Home care services including personal care and housekeeping are also very important to aging in place. Additionally, quality residential care facilities need to be affordable and located in close proximity to businesses and services to help older adults maintain their independence. A study published in the *Journals of Gerontology* determined that out of the estimated 38.1 million Medicare beneficiaries aged 65 and older, 5.5 million (15%) live in a residential facility. Of these 5.5 million older adults, 2.5 million live in retirement homes, 1 million live in assisted-living facilities, and 1.1 million live in nursing homes with only 1 million living independently. In some cases, older adult needs are not always met at these facilities - especially the ones providing care to dependent older adults, resulting in lower physical and cognitive capacity.²⁵ The results of this study highlight the need of having affordable, high-quality residential care facilities with respectful and appropriately trained professionals. Older adults deserve to have adequate community support and health system available for promoting, maintaining and restoring health so they may continue to live healthy, active lives with dignity.⁵



Current Status in Miami-Dade



According to the Miami-Dade Age-Friendly Initiative Community Survey of residents age 50+, 81% of respondents said that having quality health care and community based wellness and supportive services was very important to extremely important to them. Only 34% said that they would rate these issues currently as excellent or very good.⁴⁵

According to 2013 Florida CHARTS data, In Miami-Dade, of the older adults age 65+, 16.1% suffers from depression; 20.7% have been diagnosed or treated for coronary heart disease, heart attack, or stroke; and 30.7% have been told they have diabetes. In addition, 61.2% of older adults have been told they have hypertension. 73.8% of older

adults are overweight or obese and nearly 60% say that they are inactive or insufficiently active.⁴³

Of this same population, 95.2% report having one or more persons that they identify as their a personal doctor or healthcare provider. 94.6% said they have had a medical checkup within the last year, however, 8.2% of the population said they could not see a doctor within the past year due to cost barriers.⁴³

Efforts to address gaps in quality health care in Miami-Dade include the partnerships between the Florida Health Networks (FHN), aging and disability providers, and other community-based organizations that link clinical and community services. The FHN supports contracting with managed care plans and allows direct service delivery of billable evidence-based preventive health and wellness services, leading to improved health promotion and comprehensive care coordination.

Community Support & Health System Indicators

Indicator	Definition	Baseline	Baseline Date	Source
Access to a Usual Source of Health Care	Proportion older adults (50-65) that report having one or more persons they think of as their personal doctor or health care provider.	N/A	N/A – Data Agenda	Florida Behavioral Risk Factor Surveillance System, Via Miami Matters ⁴²
Access to a Usual Source of Health Care	Proportion older adults (65+) that report having one or more persons they think of as their personal doctor or health care provider.	95.2%	2013	Florida Behavioral Risk Factor Surveillance System, Via Miami Matters ⁴²
Availability of Social and Health Services	Proportion of older adults (65+) who have personal care or assistance needs that are receiving formal (public or private) home- or community-based services, including mental health.	N/A	N/A – Data Agenda	Public: Administrative data from city government or health and social services – Alliance for Aging Private: Official reports from local home- and community-based health and social service providers
Quality Healthcare and Support Services	Proportion of older adults (50+) who report that they have excellent to very good safe quality health care and community-based wellness and supportive services	34%	October 2017	Age-Friendly Initiative Community Survey – Short Survey ⁴⁵

Community Support & Health System Strategies & Objectives

Objectives	Strategies
OLDER ADULT ENGAGEMENT & INVOLVEMENT	<ul style="list-style-type: none"> ○ Engage older adults in the planning and implementation process of strategies related to Community Support & Health System.
OLDER ADULTS IN ALL POLICIES	<ul style="list-style-type: none"> ○ Review policies related to Community Support & Health System in order to determine how older adults are considered or should be considered and included in the policies. ○ Advocate for policy modifications and additions as needed.
OLDER ADULT ADVOCACY	<ul style="list-style-type: none"> ○ Identify boards related to Community Support & Health System that should include an older adult advocate on the committee or council. ○ Train advocates as Age-Friendly Ambassadors. ○ Promote inclusion of an advocate or Age-Friendly Ambassador and identify how their participation is effecting change. ○ Partner with Miami Matters and/or other data sources to ensure older adult data is incorporated and highlighted on their website ○ Advocate for the protection and improvement for health insurance for older adults
ADDRESS GAPS IN SERVICE NEEDS	<ul style="list-style-type: none"> ○ Identify or encourage new opportunities for funding to address gaps in service needs ○ Ensure that multilingual services are offered in a variety of neighborhoods ○ Explore ways to expand and coordinate with the transportation network to expand access to services ○ Ensure that older adults have access to information and are able to navigate their health insurance options, and the health system, and understand their benefits
SUPPORT CAREGIVERS	<ul style="list-style-type: none"> ○ Identify partners and opportunities for affordable caregiver support and training ○ Provide training and support to caregivers, advocate for paid family leave to encompass care giving at any age
PREVENTIVE SERVICES, INFRASTRUCTURE & PROGRAMMING	<ul style="list-style-type: none"> ○ Create a campaign related to prevention and screenings for older adults health issues for those most at risk ○ Build greater clinical and community linkages by encouraging having health professionals to become accessible through programs and satellite locations in places where older adults congregate. ○ Promote prevention-oriented programming at the neighborhood level (walking groups, etc) ○ Encourage community gardens to ensure access to healthy foods for older adults ○ Expand the availability of exercise equipment suited for older adults

Potential Partners

- AARP Florida
- Age-Friendly Ambassadors
- Alliance for Aging
- Commissioners, Local Leaders
- Community Action & Resources Department, Miami-Dade County
- Doctor's Offices
- Faith-based organizations
- Florida Department of Elder Affairs
- Florida International University
- Florida Department of Health
- Greater Miami Chamber of Commerce
- Health Foundation of South Florida
- Health Council of South Florida & Miami Matters
- Libraries
- Local Hospitals and Health Systems
- Media (local newspapers, news programs)
- Miami-Dade County
- Municipalities
- National Hispanic Council on Aging
- Nonprofit Organizations
- Parks Departments (county and municipal)
- Senior Centers
- United Way of Miami-Dade
- University of Miami
- Urban Health Partnerships
- YMCA of South Florida

Resources and Additional Information

- Alliance for Aging Healthy Aging Programs: <http://www.allianceforaging.org/consumers/healthy-aging/healthy-aging-programs>
- Alliance for Aging Area Plan on Aging: <http://www.allianceforaging.org/about-us/area-plan-on-aging>
- Consortium for a Healthier Miami-Dade Elder Issues / Mayor's Initiative on Aging: <http://www.healthymiamidade.org/committees/elder-issues-mayor-s-initiative-on-aging/initiatives->
- Florida CHARTS: <http://www.flhealthcharts.com/charts/>
- Florida Department of Health: Miami-Dade County: <http://miamidade.floridahealth.gov/>
- Miami-Dade Parks, Recreation, and Open Spaces Active Older Adults Program: <http://www.miamidade.gov/parks/active-older-adults.asp>
- Miami Matters: <http://www.miamidadematters.org/>

Next Steps

Get Involved

We are now taking steps toward changing our community. Your interest in this Action Plan for an Age-Friendly Miami-Dade shows that you are committed to making Miami a more livable community for all ages, especially older adults. You have read through the plan and are *dedicated to effecting change* — but what's next?

If you haven't done so already, we invite you to sign the Mayor's Challenge and pledge to make your corner of Miami more age-friendly at www.AgeFriendlyMiami.org/Challenge.

We also encourage you to take these steps to continue improving Miami-Dade County, bit by bit:

- ✓ Get more involved and join our Stakeholder or Older Adult Advisory Committees by contacting us at www.AgeFriendlyMiami.org/Contact.
- ✓ Sign up for our updates by joining our mailing list at www.AgeFriendlyMiami.org/Contact.
- ✓ Become an Age-Friendly Ambassador. Learn more at www.AgeFriendlyMiami.org/Ambassadors.
- ✓ Find out if your local municipality has joined the AARP and WHO Network of Age-Friendly Communities. Identify ways to collaborate on efforts or advocate for municipalities to join and make a commitment to working toward an age-friendly community.
- ✓ Start Planning! Use this plan to help guide you as you make decisions about what steps to take in your own neighborhood, focusing on those domains and topics that are of most interest and are most needed by the older adults in your area.

There's one more thing we hope you do — share with us. Are there changes that you think should be a priority? Specific ways the Age-Friendly Initiative can help? Do you have information on what's happening in your community or what you are doing or planning to do? From policy commentary to environmental changes, we want to hear about it! Contact us via our website or contact information below.

Contact Us

For more information on the Miami-Dade Age-Friendly Initiative please contact:

Isabel Rovira, MPH
Manager, Miami-Dade Age-Friendly Initiative
isabel@urbanhs.com, 786-224-2309

Follow Us

Website: www.AgeFriendlyMiami.org **Twitter:** @AgeFriendlyMIA **Facebook:** [Facebook.com/AgeFriendlyMiami](https://www.facebook.com/AgeFriendlyMiami)

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October 17, 2023

Jeff Johnson
Senior State Director
AARP Florida
200 West College Avenue, Suite 304
Tallahassee, FL 32301

Dear Mr. Johnson:

On behalf of the Village of Bal Harbour, I am pleased to offer this letter of commitment to creating an age-friendly community and to request membership into the World Health Organization (WHO) and AARP's Network of Age-Friendly Cities and Communities Initiative.

The population of adults in Miami-Dade County ages 60 and over is expected to reach over 800,000 by 2040, and will account for approximately 25% of the total population. As of 2021, the population of adults ages 62 and over in our Village is 39.7%. There is a current and growing need to ensure our infrastructure, programs, and services are designed to provide our population the ability to enjoy healthy, active lives across their lifespan.

Bal Harbour currently offers programming for our older adults, including concerts, movies, and movement classes such as Tai Chi and Strength and Flexibility. In the coming months, we will be opening our new facility, the Bal Harbour Waterfront Park, which will allow us to expand our offerings and opportunities. We hope to build upon this work and to build a community that is livable for all ages and abilities.

As a participant in the national network of communities, it is the intent of the Village of Bal Harbour to:

- Include the active engagement of older adults in our planning processes and committees;
- Conduct a baseline assessment of age-friendliness of the community;
- Develop a community-wide action plan based on the findings of the assessment; and
- Identify indicators so progress in the plan can be monitored.

We look forward to working with the AARP Florida Office, its members and volunteers, and our stakeholders to create a plan of action that responds to the needs in our community as we work to build a Bal Harbour for all ages.

Sincerely,

Jeffrey P. Freimark
Mayor
Village of Bal Harbour

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL APPROVING THE SELECTION AND INSTALLATION OF A PROPOSED ART EXHIBIT CURATED BY THE OPERA GALLERY TO BE PLACED IN PUBLIC SPACES LOCATED THROUGHOUT BAL HARBOUR VILLAGE.

Issue:

Should the Village Council approve this Resolution to place art sculptures in public spaces throughout the Village?

The Bal Harbour Experience:

- | | | |
|---|--|--|
| <input type="checkbox"/> Beautiful Environment | <input type="checkbox"/> Safety | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input checked="" type="checkbox"/> Destination & Amenities | <input checked="" type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |
| <input type="checkbox"/> Other: _____ | | |

Item Summary / Recommendation:

Bal Harbour Village is an avid supporter of arts and culture. Through our innovative *Unscripted* art programs, residents and guests have been exposed to art programming in several ways over the years, including several public art installations, such as the Americana and Levittown House exhibits in 2013, the Barefoot Mailman in 2014, and the Rotorelief in 2018. In 2016, the Village Council approved the installation of the art panels on the beach path which displayed several exhibits from 2016 through 2020.

In 2021, the Village Council approved the installation of an exhibition curated by the Opera Gallery of several art sculptures by artist Manolo Valdes at no cost to the Village. In 2022, the Village Council approved the installation of additional art sculptures that were placed throughout the Village. Several of these sculptures will be removed by the end of November 2023. The Opera Gallery has agreed to curate an updated exhibit for this year, again at no cost to the Village, with the placement of sculptures by artists Manolo Valdes, Marc Quinn and Anthony James.

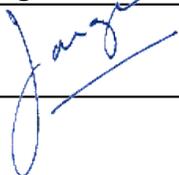
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Tourism Director	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Claudia Dixon	Jorge M. Gonzalez



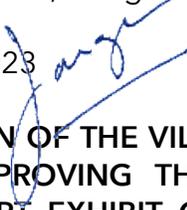
BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: October 17, 2023 

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SELECTION AND INSTALLATION OF A PROPOSED ART EXHIBIT CURATED BY THE OPERA GALLERY; TO BE PLACED IN PUBLIC SPACES LOCATED IN THE VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Bal Harbour Village is an avid supporter of arts and culture. Through our innovative *Unscripted* art projects, chats and access programs, residents and guests have been exposed to art and culture in several ways throughout the years. Since 2013, the *Unscripted* art programs have facilitated critical cultural dialogue while making contemporary art accessible.

Over the past several years, there have been a number of public art installations in the Village, including the Americana and Levittown House exhibits in 2013 and the Barefoot Mailman in 2014. In 2016, the Village Council approved the installation of the art panels on the beach path which displayed several exhibits beginning with the 70th Anniversary historical exhibit and including seven additional exhibitions which rotated periodically through 2020. In 2017, the Village Council approved the installation of the Robert Chambers' Rotorelief which was on display on Founders Circle from January 15, 2018 through November 15, 2018. In 2021, the Village partnered with the Opera Gallery on an installation of several art sculptures by artist Manolo Valdes. In 2022, the Village again partnered with Opera Gallery for the expansion and placement of several new art sculptures in public places throughout the Village.

ANALYSIS

In 2021, an opportunity presented itself to partner with the Opera Gallery. The Opera Gallery is one of the world's leading international dealers and representatives of Modern and Contemporary Art, with galleries located in major cities throughout the world, including with one location at the St. Regis Bal Harbour Resort. In 2021, the Opera Gallery curated an exhibit by Spanish artist Manolo Valdes in Paris, France, with ten of Manolo Valdes' monumental sculptures on display near the Champs-Elysees. Given the presence of the Opera Gallery in Bal Harbour Village, the gallery owner was open to doing a similar

exhibition of Manolo Valdes' work here in our Village to compliment two existing art sculptures by Valdes located on property at the St. Regis Bal Harbour Resort. The Opera Gallery committed to sponsor this exhibition at no cost to the Village. Lisa Austin, a former Bal Harbour Village Art Advisory Board member and resident, and a principal with an art consulting firm providing art advice for the public sector, businesses, and private collectors, worked with Opera Gallery on the selection of these pieces for this exhibition.

In 2022, the Opera Gallery agreed to create a new exhibition for Bal Harbour Village which was installed in late November 2022. Maria Vogel, Art Advisor and Curator for the Opera Gallery curated this new exhibition consisting of several art sculptures by the following artists: Manolo Valdes, Xavier Mascaro and Rotraut. In November 2023, the Opera Gallery will remove several of the currently displayed sculptures, including the two Guardians located on the east side of Collins Avenue on the greenspace leading into the gated community, and the sculptures located on Founders Circle, the beach path and on the corner of Collins Avenue and 96th Street. Current sculptures that will remain in place include the ones located on the Jetty and on the greenspace on the west side of Collins Avenue in front of the Oceana.

The Opera Gallery has agreed to curate an updated exhibit for this upcoming year for Bal Harbour Village with the placement of sculptures by artists Manolo Valdes, Marc Quinn and Anthony James. Images of the new proposed sculptures are attached, as is a biography for each of the artists whose work will be displayed. The locations of the sculptures are as follows: Jetty (the sculptures currently there will remain); Greenspace on the east side of Collins in front of the Oceana (the sculpture currently there will remain); Greenspace on the west side of Collins leading into the gated community; Beach path area near the Sea View Hotel; and Founders Circle (sculpture to be placed in January after the Christmas tree and holiday décor are removed).

THE BAL HARBOUR EXPERIENCE

Art in public places supports *The Bal Harbour Experience* by contributing to the pillars of Destination & Amenities and Unique & Elegant by providing art in our public places for the residents and visitors to enjoy.

CONCLUSION

Bal Harbour Village is an avid supporter of arts and culture and through our innovative *Unscripted* art projects, chats and access programs, residents and guests have been exposed to art and culture in several ways throughout the years. Given that the pillars of *The Bal Harbour Experience* support this project, while making contemporary art accessible, this item is recommended for approval.

Attachments:

1. Agreement with Opera Gallery
2. Images of Proposed Art Sculptures
3. Artists Biography

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SELECTION AND INSTALLATION OF A PROPOSED ART EXHIBIT CURATED BY THE OPERA GALLERY; TO BE PLACED IN PUBLIC SPACES LOCATED IN THE VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bal Harbour Village is an avid supporter of arts and culture and through the Village's innovative *Unscripted* art projects, chats and access programs, residents and guests have been exposed to art and culture in several ways throughout the years; and

WHEREAS, over the past several years, there have been a number of public art installations in the Village, including the *Americana* and *Levittown House* exhibits in 2013; the *Barefoot Mailman* in 2014; the installation of the art panels on the beach path in 2017 which displayed several exhibits beginning with the 70th Anniversary historical exhibit and including seven additional exhibitions which rotated periodically through 2020; the Robert Chambers' *Rotorelief* which was on display on Founders Circle from January 15, 2018 through November 15, 2018; a partnership with the Opera Gallery in 2021 on an installation of several art sculptures by Manolo Valdes and with the Opera Gallery again in 2022 for the expansion and placement of several new art sculptures throughout the Village; and

WHEREAS, the Opera Gallery has agreed to curate an updated exhibit for the Village with the placement of sculptures by artists Manolo Valdes, Marc Quinn and Anthony James throughout the Village to be installed in November/December 2023 for one year at no cost to the Village; 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 BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Approval of Exhibit. That the Village Council hereby approves the exhibit curated by The Opera Gallery, consisting of several art sculptures by the following artists: (1) Manolo Valdes; (2) Marc Quinn; and (3) Anthony James.

Section 3. Approval of Permits. That any necessary permits for the installation of the proposed exhibit is hereby approved.

Section 4. Expenditure Approved. That the expenditure of budgeted funds for the display of the exhibit is hereby approved.

Section 5. Implementation. That the Village Manager is hereby authorized to take all actions necessary to execute and implement this Resolution.

Section 6. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 17th day of October, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

Anthony James



Title : 80" Great Stellated Dodecahedron (Solar Black)

Medium : Steel, LED lights, double sided glass

Size : 203,2x203,2x203,2 Cm / 80x80x80 In

Anthony James

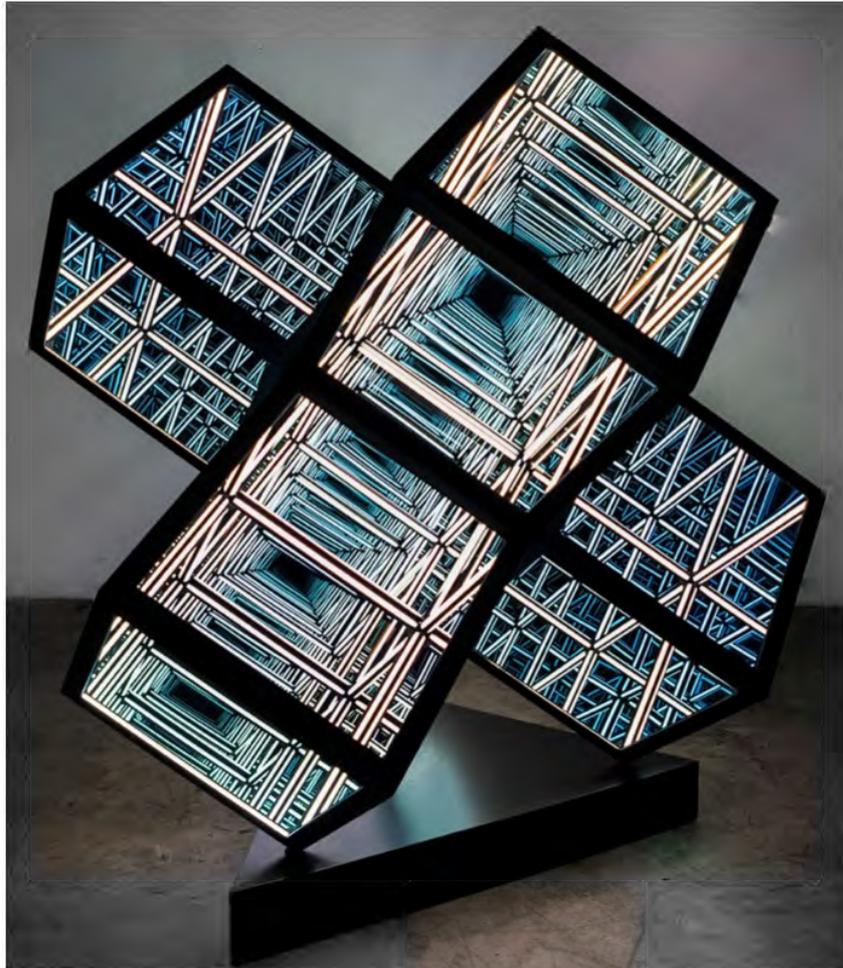


Title : 80" Icosahedron (Jet Black)

Medium : Steel, LED lights, double-sided glass

Size : 188x251,5x203,2 Cm / 74x99x80 In

Anthony James

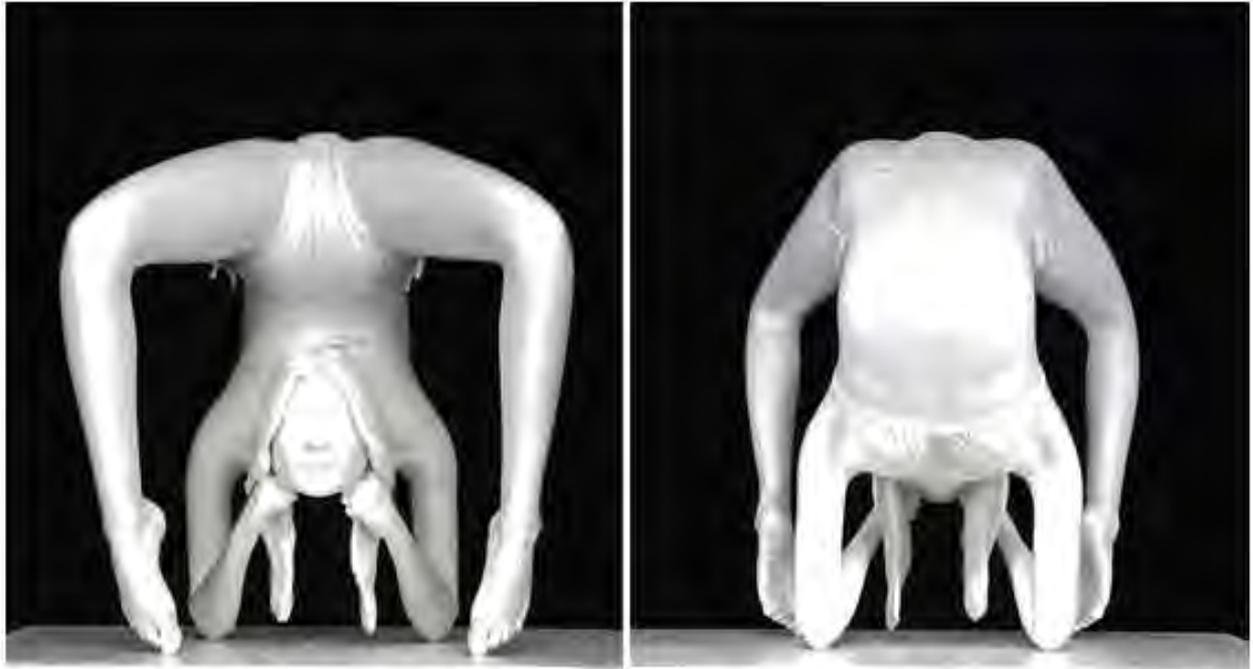


Title : 69" Dali Cube (Solar Black), 2022

Medium : Steel, LED lights, double-sided glass

Size : 172,7x175,3x199,1 Cm / 68x69x78,38 In

Marc QUINN



Title : Myth Fortuna, # 2/3

Medium : painted bronze

Size : 235x230x270 Cm / 92,5x90,6x106,3 In

Anthony James

Anthony James is a British/American artist born in 1974. He is based in Los Angeles and is known for his monumental and experiential sculptures and installations. His work gestures towards the theatricality of minimalism and formalism. There is a focus on materiality, alchemy, and a deep respect for light and space.

James gained international recognition in 2008 for his work *Kalos Thanatos (KΘ)*, Greek for "beautiful death", when he burned his Ferrari F335 Spyder in a birch forest, and then displayed it in a mirrored glass box with birch tree trunks. James was inspired by the ancient Greeks, who made sacrifices to Aphrodite in birch forests.

James' other significant work is *The Birch Series* which debuted in New York City in 2005. It consisted of several variously sized, vertical light boxes with young birch tree trunks inside. The sculpture series references the containment and simulation of nature. The works have mirrored sides, which give the illusion of an endless birch forest. The pieces are composed of birch trees, metal, glass, and fluorescent lights or LEDs. The birch tree is associated with magical symbolism.

Marc Quinn

Born in Great Britain in 1964, Marc Quinn is a leading contemporary artist. He first came to prominence in the early 1990s, when he and several peers redefined what it was to make and experience contemporary art. Marc Quinn makes art about what it is to be a person living in the world - whether it concerns Man's relationship with nature and how that is mediated by human desire; or what identity and beauty mean and why people are compelled to transform theirs; or representing current, social history in his work. His work also connects frequently and meaningfully with art history, from Modern masters right back to antiquity.

Quinn is internationally celebrated and was awarded the commission for the first edition of the Fourth Plinth in Trafalgar Square in 2004, for which he exhibited *Alison Lapper Pregnant*. Quinn's well-known frozen self-portrait series, *Self* (1991-present) was subject to a retrospective at Foundation Beyeler in 2009.

Since 2006, Quinn has made numerous studies of the supermodel Kate Moss. In April 2006, *Sphinx*, a sculpture of Kate Moss was revealed. The sculpture shows Moss in a yoga position with her ankles and arms wrapped behind her ears. This body of work culminated in an exhibition at the Mary Boone Gallery in New York in May 2007. The sculpture is on permanent display in Folketeatret in Oslo, Norway. In August 2008, Quinn unveiled another sculpture of Moss in solid 18-carat gold called *Siren*, which was exhibited at the British Museum in London. The life-size sculpture was promoted as "the largest gold statue since ancient Egypt

Manolo Valdés

One of the most internationally established contemporary Spanish painter, sculptor and draughtsman, Manolo Valdés was born in Valencia in 1942. He attended the Real Academia de Bellas Artes de San Carlos de Valencia and began his career in the 1960s as one of the founding members of Equipo Cronica, a group of artists who took inspiration from Pop Art to challenge the Spanish dictatorship of Franco and the History of Art itself. When the movement ended in 1981, Valdés continued his own artistic exploration centered on the appropriation and reinterpretation of masterpieces. He currently lives and work between Madrid, Spain and New York City, USA.

Manolo Valdés has developed an individual style that reviews History without detracting from the original subject. Quoting figures from well-known works of art by old masters such as Velázquez, Rembrandt, Rubens, and Fra Angelico, as well as twentieth-century masters such as Matisse, Picasso, and Lichtenstein, Valdés revitalizes these familiar images by taking them out of their original context. In both paintings and sculptures, he inflates the figure's size, abstracting form and minimizing detail, while incorporating a lot of roughly applied paint and unusual materials. The timelessness of the image as the axis of the visual experience is the determining factor in his creations. In his works, image and matter are fused in a body of work that wanders between Pop Art and material art, between social and political commitment and a continuous search for reinvention.

Valdés has received numerous awards, including the Lissone and Biella in Milan in 1965; the silver medal in the second International Prints Biennial in Tokyo; an award from the Bridgestone Art Museum in Lisbon; the Alfons Roig Award in Valencia; the National Award for Plastic Arts in Spain, the Medal of the Order of Andrés Bello in Venezuela. He has had numerous solo and group shows internationally in galleries and museums alike and his work is part of prestigious private and public collections, notably the de Young Museum of San Francisco; the Peggy Guggenheim Collection, Venice, Italy; the Hamburger Kunsthalle, Hamburg, Germany; the Menil Foundation, Houston, Texas; the Metropolitan Museum of Art, New York; the Modern Museet Art, Stockholm, Sweden; the Musée National d'Art Moderne, Centre Georges Pompidou, Paris, France; the Museo Nacional Centre de Arte Reina Sofía, Madrid, Spain; the Museum of Fine Arts, Houston, Texas and the Museum of Fine Arts, Boston, Massachusetts just to name a few. Manolo's iconic sculptures are exhibited outdoors in the parks and gardens of major cities such as the New York Botanical Gardens, Hofgarten, Dusseldorf and Chatsworth House, UK.

Agreement

This Agreement is made and entered into as of the ____ day of _____, 2023 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Opera Gallery Miami, a Florida nonprofit corporation (the "Gallery"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village wishes to enter into an agreement to display the art sculptures from November 30, 2023 through November 30, 2024 for the benefit of Village residents and visitors consistent with the Village's commitment to the Art in Public Places program; and

WHEREAS, the Village desires to enter into an agreement with the Gallery to carry out this project.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Gallery agree as follows:

- I. **SCOPE OF SERVICES.** Gallery shall provide the scope of services ("Services" or "Work") set forth in Exhibit "A," incorporated herein and attached hereto.
- II. **TERM.** This Agreement shall be effective commencing on November 30, 2023 through November 30, 2024 unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement. This Agreement may be extended by written mutual agreement to complete the exhibition in the event of inclement weather.
- III. **PAYMENT.** The Gallery agrees to install and display the Art Sculpture Exhibit at no cost to the Village. If the Gallery is unable to perform for any reason other than cancellation by Village, the Gallery will promptly notify the Village should the Village choose to secure other art projects during the term of this agreement. In the event the Gallery is unable to perform and the Village opts to display art work by another artist(s), the Gallery is not responsible for any costs associated with such installation and display due to the Gallery's nonperformance.

The Village recognizes that the Gallery may incur certain incidental unexpected expenses in order to display the exhibition and maintain said exhibition during the term of the Agreement. However, the Village has no obligation to reimburse such expenses and considers them as part of the overall fee. The Village reserves the right to reimburse, at its sole discretion, previously agreed upon

expenses. For those expenses properly pre-approved for reimbursement, documentation and receipts will be required to be submitted for payment to be processed in the subsequent month's payment.

- IV. DOCUMENTATION.** Photographs of exhibition and/or a video recording may be made by either party to share by either party on their social media, website, marketing materials for promotional purposes only - no commercial use.
- V. TERMINATION FOR CAUSE.** If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Gallery shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the Agreement by the Gallery. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Gallery. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees.

- VI. TERMINATION FOR CONVENIENCE BY VILLAGE.** The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Gallery of such termination; which shall become effective thirty (30) days following receipt by Gallery of such notice. If the Village terminates the Agreement for convenience, Gallery shall only be paid for any Services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Gallery in advance, the Village shall be entitled to a refund of the prorated amount

calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Gallery shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

VII. INSURANCE REQUIREMENTS. Gallery shall maintain general commercial, automobile (where applicable), workers' compensation, and professional liability insurance in an amount acceptable to the Village.

Gallery shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement

	<u>Per Occurrence</u>	<u>Aggregate</u>
General Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000 combined single limit per accident	
Professional Liability	\$500,000	\$1,000,000
Workers' Compensation	Statutory Amount	

This Agreement shall not be deemed approved until the Gallery has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall be named as an additional insured via a blanket endorsement in the endorsement for commercial and automobile liability coverage. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ

Bal Harbour Village

655 96th Street, Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Gallery's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Gallery shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Gallery agrees to provide at least thirty (30) calendar days' written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

VIII. INDEMNIFICATION. Gallery agrees to indemnify and hold harmless the Village and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the Gallery, its officers, employees, agents, subcontractors, or any other person or entity acting under Gallery's control or supervision, arising out of the Gallery's performance of the Services pursuant to this Agreement. To that extent, the Gallery shall pay all such Losses, which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the Village in the defense of such claims and losses, including appeals.

The parties agree that one percent (1%) of the total compensation to Gallery for performance of the Services under this Agreement is the specific consideration from the Village to the Gallery for the Gallery's indemnity agreement. The provisions of this Section and this indemnification shall survive termination or expiration of this Agreement as to claims arising during the term of this Agreement.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

IX. ENTIRE AGREEMENT. This Agreement, Gallery's proposal, and any warranties shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

X. WARRANTIES. Gallery represents and warrants that Gallery is free to enter into the terms of this Agreement and that Gallery has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Gallery further represents and warrants that Gallery has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

Gallery warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Gallery's profession.

Gallery shall be responsible for technical deficiency in the (Service deliverable; i.e. study, design, etc.) due to errors and omissions. The Gallery shall, upon the request of the Village, promptly correct or replace all deficient work due to errors or omissions without cost to the Village.

- XI. SEVERABILITY.** The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
- XII. ANTI-DISCRIMINATION.** Gallery certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Gallery further agrees that neither Gallery, nor any parent company, subsidiaries or affiliates of Gallery are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.
- XIII. SCRUTINIZED COMPANIES** Gallery certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Gallery or its subcontractors are found to have submitted a false certification; or if the Gallery, or its subcontractors are placed on the

Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Gallery certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Gallery, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Gallery, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Gallery agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

XIV. NOTICES. All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Copies To: Dwight S. Danie, Village Clerk
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Susan L. Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Gallery: Dan Benchetrit, Director
Opera Gallery
151 NE 41st Street,
Miami, Florida 33137

- XV. COMPLIANCE WITH LAWS.** Gallery agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.
- XVI. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.
- XVIII. SURVIVAL OF TERMS.** Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement, which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities, which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below, shall survive the termination of this Agreement.
- XIX. GOVERNING LAWS.** This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.
- XX. E-VERIFY.** 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 Contractor 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.

- XXI. NO CONTINGENT FEES.** The Gallery warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Gallery, 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 Gallery any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- XXII. WAIVER.** No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- XXIII. FORCE MAJEURE.** Non-performance of Gallery or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.
- XXIV. INDEPENDENT CONTRACTOR.** Gallery has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Gallery shall not attain nor be entitled to any rights or benefits of the Village, nor any rights

generally afforded classified or unclassified employees of the Village. Gallery further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Gallery, and agrees to provide workers' compensation insurance for any employee or agent of Gallery rendering Services to the Village under this Agreement.

XXV. GALLERY'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.

Pursuant to Section 119.0701 of the Florida Statutes, Gallery agrees to:

- A.** Keep and maintain public records in Gallery's possession or control in connection with Gallery's performance under this agreement. Gallery 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.
- B.** Upon request from the Village's custodian of public records, Gallery 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.
- C.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Gallery's workpapers shall remain the sole property of Gallery, and are not subject to the terms of this Agreement.
- D.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Gallery shall be delivered by Gallery to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Gallery 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, Gallery shall destroy any and all duplicate records that are exempt or confidential and exempt

from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Gallery will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

- E. Any compensation due to Gallery shall be withheld until all records are received as provided herein.
- F. Gallery's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

IF GALLERY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GALLERY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour - Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.

XXVI. CONTRACT DOCUMENTS. The Contract Documents referred to in this Agreement shall be comprised

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Gallery has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

GALLERY:

VILLAGE:

Bal Harbour Village
655 Ninety-Sixth Street
Bal Harbour, FL 33154

By: _____

By: _____
Jorge M. Gonzalez, Village
Manager

Attest: _____
Dwight S. Danie
Village Clerk

Approved as to form and legal
sufficiency for the use and
reliance of the Bal Harbour
Village only.

By: _____
Village Attorney

EXHIBIT "A"

1. Scope of Services and Deliverables:

The Parties agree that the Gallery shall render the following services during the Term:

- Installation of the Art Sculpture Exhibition consisting of various art sculptures located throughout various locations in the Village in consultation and approval by Village staff and which shall be open to the public. Installation by the Gallery will commence in the month of November 2023. See attached for images of proposed sculptures.

2. Fees

- There are no fees to be paid by Bal Harbour Village for the Art Sculpture Exhibit. Any costs incurred by the Gallery associated with this project are the sole responsibility of the Gallery.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING AN AGREEMENT WITH ONCE TRECE LLC FOR THE CREATION AND INSTALLATION OF THE PROPOSED TEMPORARY ART EXHIBIT AT THE 102 STREET BEACH ACCESS PATH IN BAL HARBOUR VILLAGE.

Issue:

Should the Village Council approve an agreement with Once Trece LLC for the creation and installation of a temporary art installation at 102 Street Beach Access path for Art Miami Week?

The Bal Harbour Experience:

- Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

As an avid supporter of the arts, Bal Harbour Village has become synonymous with curated art activations and exclusive access to arts and culture in South Florida. Over the last year, the Resort Tax Committee has requested a prioritization of place branding events and activations in Bal Harbour during Miami Art Week in December 2023.

With this in mind, the Village received a proposal for a custom installation from Bal Harbour resident and international artist, Tania Esponda Aja, through her company, Once Trece LLC. The exhibit, *The Power of Words*, would be located along the 102nd Street beach access path and unveiled as part of Art Basel Miami Beach and Miami Art Week events in early December 2023. Building on the success of these events, the installation would further establish the Village's brand and notably increase brand awareness, recognition, and worth.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

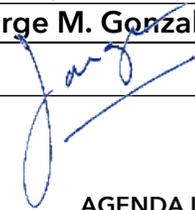
Advisory Board Recommendation:

Resort Tax Committee members were polled individually, and unanimously support moving forward with the proposal.

Financial Information:

	Amount	Account	Account #
	\$3,000	Resort Tax Fund - Special Events & Activations	10-72-504853

Sign off:

Rec., Arts & Culture Dir.	Chief Financial Officer	Village Manager
Sylvia Flores	Claudia Dixon	Jorge M. Gonzalez
		

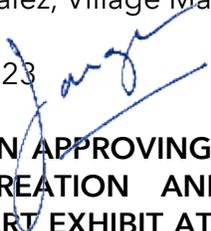
BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: October 17, 2023 

SUBJECT: **A RESOLUTION APPROVING AN AGREEMENT WITH ONCE TRECE LLC FOR THE CREATION AND INSTALLATION OF THE PROPOSED TEMPORARY ART EXHIBIT AT THE 102 STREET BEACH ACCESS PATH IN BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

As an avid supporter of the arts, Bal Harbour Village has become synonymous with curated art activations and exclusive access to arts and culture in South Florida. Through the *Unscripted* Art Access and Art in Public Spaces programs, residents and hotel guests have enjoyed unparalleled access to the visual arts.

Over the past several years, there have been a number of public art installations in the Village as part of the Art in Public Spaces program. Past installations included the Americana and Levittown House exhibits in 2013 and the Barefoot Mailman in 2014. In 2017, the Village Council approved the installation of the Robert Chambers' Rotorelief, which was on display in Founders Circle from January 2018 through November 2018. In 2021, the Village Council approved a partnership with the Opera Gallery for an annual exhibition of art and sculptures in public places throughout Bal Harbour Village.

ANALYSIS

Over the past year, the Resort Tax Committee requested a prioritization of place branding events and activations in Bal Harbour during Miami Art Week in December 2023. These activations would focus on creating an experience that would become symbolic of Bal Harbour. As Bal Harbour continues to be a destination for the visual arts, a satellite Art Basel event would expand on this vision.

Building on the success of art related events during Miami Art Week and Art Basel Miami Beach, the Village wanted to highlight the art scene in Bal Harbour to create a unique experience for residents and visitors. An experiential art installation was the focus to create a memorable experience unique to our community.

Bal Harbour resident and international artist, Tania Esponda Aja reached out to the Village with an interest in partnering to expand on the Village's goal of making Bal Harbour an art destination. She is a Mexican artist with a focus on geometry, typographic language, and wine, and has worked in the fields of research and creation in the form of sculpture, photography, painting, and augmented reality. Her artistic practice is based on decoding the relationship between geometry, language, and wine. Her work has had numerous exhibitions in museums and galleries around the world including the Rufino Tamayo Museum, the Soncino Biennale in Italy, José Luis Cuevas Museum, Torres Bicentennial Museum, Rufino Tamayo Biennale, Tijuana Triennale, and Art Fairs in Shanghai, New York, and Miami.

Tania Esponda Aja, through her company Once Trece LLC, has proposed a custom installation for Bal Harbour Village to create excitement and opportunities for engagement during Miami Art Week. The exhibit, *The Power of Words*, would be located along the 102nd Street beach access path and unveiled in early December 2023 with a VIP reception event on opening night. The duration of the exhibit is slated for approximately two weeks with the ability to extend over the Winter holidays. Throughout the installation, public access to the 102nd Street beach access path can be coordinated, with a set schedule of open hours to provide hotel guests and visitors access to the installation.

The Power of Words exhibit creates a world where language dissolves, yet kindness resonates. The installation seamlessly unites nature and art into a one-of-a-kind experience. Unfamiliar words from the artist's original language fill the area to evoke emotions and transcend the meaning of our written language. The installation provides a thought-provoking experience where, as an international community, we can all find a common language of kindness, connection, and compassion.

A detailed overview and site rendering of the proposed installation are attached along with a bio of the artist. Approval of the proposal has been supported by the members of the Resort Tax Committee.

The artist's proposal requests a \$3,000 subsidy toward the cost of materials used for the art installation. The installation would use eco-friendly materials including vinyl, 3D printed sculptures, paints, and street chalks.

THE BAL HARBOUR EXPERIENCE

The Power of Words installation supports the *Bal Harbour Experience* by contributing to the pillars of Destination & Amenities and Unique & Elegant. The temporary art installation brings a curated artistic experience to our community for residents and visitors to enjoy.

CONCLUSION

Bal Harbour Village has become synonymous with the arts. Over the years, exclusive access to carefully curated programs has become a staple of Bal Harbour's amenities, and *The Power of Words* exhibit seeks to further enhance this priority. Therefore, I recommend approval of this item.

Attachments:

1. Draft Agreement with Once Trece LLC
2. Overview of Proposed Art Installation

RESOLUTION NO. 2023-____

A RESOLUTION APPROVING AN AGREEMENT WITH ONCE TRECE, LLC FOR THE CREATION AND INSTALLATION OF THE PROPOSED TEMPORARY ART EXHIBIT AT THE 102 STREET BEACH ACCESS PATH IN BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as an avid supporter of the arts, Bal Harbour Village (“Bal Harbour”) has become synonymous with curated art activations and exclusive access to arts and culture in South Florida; and

WHEREAS, over the past several years, there have been a number of public art installations in the Village as part of the Art in Public Spaces program, including most recently the art exhibit curated by the Bal Harbour-based Opera Gallery, in October 2022; and

WHEREAS, over the past year, the Resort Tax Committee has requested prioritizing place-branding events and activations in Bal Harbour, focused on creating an experience that would become symbolic of Bal Harbour; and

WHEREAS, the Village received a proposal from Bal Harbour resident and international artist, Tania Esponda Aja, through her company Once Trece LLC, for a custom installation for Bal Harbour to create excitement and opportunities for engagement during Miami Art Week; and

WHEREAS, the exhibit, *The Power of Words*, would be open for two weeks, with an option to extend to four weeks, and unveiled as part of Art Basel and Miami Art Week, and located along the 102nd Street beach access path with public access; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Approval of Exhibit. That the Village Council hereby approves the entering into an agreement with Once Trece, LLC for the creation and installation of *The Power of Words* exhibit at the 102nd Street beach access path.

Section 3. Implementation. That the Village Manager is hereby authorized to take all actions necessary to execute and implement this Resolution.

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 17th day of October, 2023.



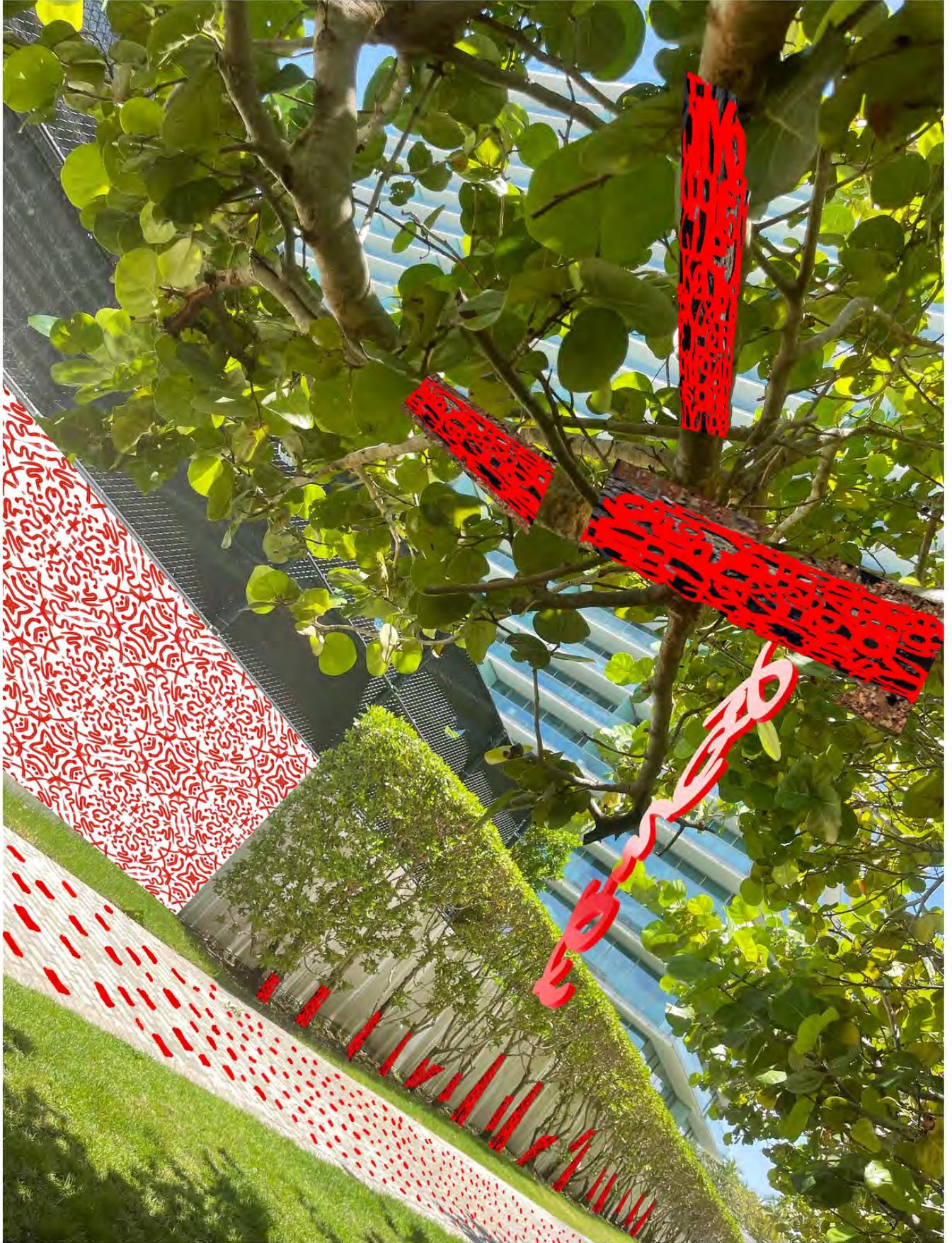
Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

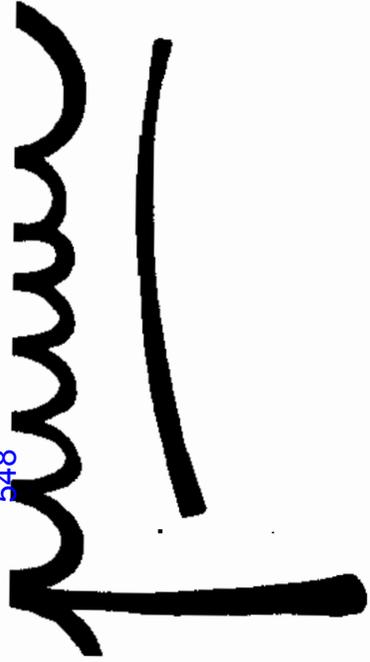
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.



” The power of words ”



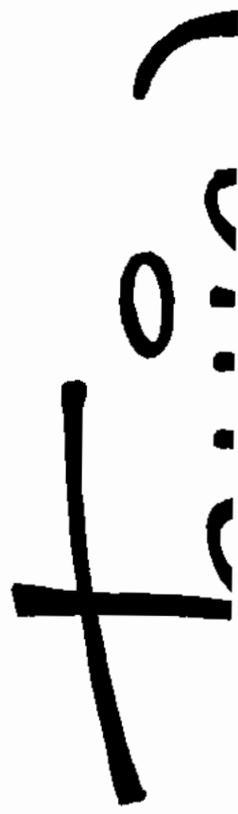


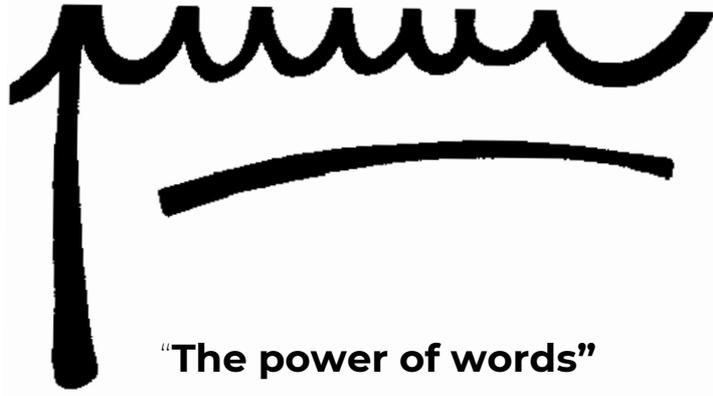
“The power of words”

Step into a world where language dissolves, yet kindness resonates. This installation seamlessly unites nature and art. Unfamiliar words formed from eco-friendly materials emanate warmth, transcending language's confines and connecting directly to the heart.

Through an artist's original language, vibrant red words thread emotions and meanings, raising questions about the language's essence. Can kindness be grasped beyond words? Does comprehension hold the key to the power of these words? Or does their essence transcend the boundaries of understanding? The artist poses this question.

In this confluence of vivid reds and lush greens, the installation showcases emotion's enduring strength and the human spirit's resilience. We offer you a gentle invitation: let us share the artist's hidden language of kindness with you. Seek out the words whispered in this enigmatic sanctuary, and immerse yourself in the emotion they evoke. For within this language of love, connection, and compassion, we discover that the true power of words resides within us all.





“The power of words”

When: Art Basel Art week 2023 (December 08 to 10th).

Where: 102nd street Beach Access Path and possible other locations.

How:

- The installation will be created with cutout words written in my own message and made out of: vinyl , floor stickers, acrylic, eco-friendly vinyl (everything touching the trees), eco-friendly 3D printed sculptures (hanging from the trees), eco-friendly paint and washable street chalks.
- Everything in different shades of Red that will create a contrast with the green and give more meaning to the POWER of words.

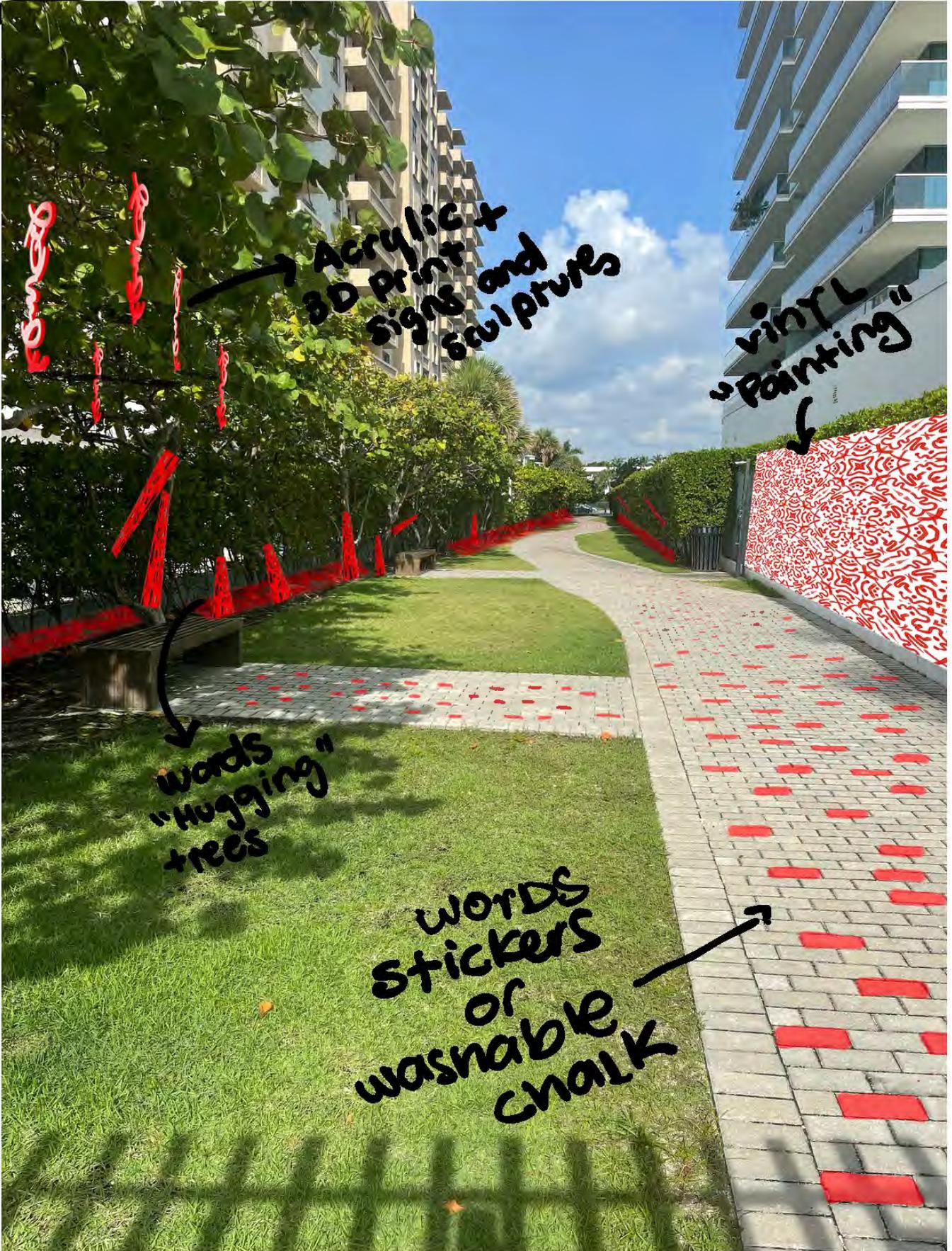
Words:

Love, Nature, Freedom, Imagination, Creativity, Beauty, Connection, Joy, Compassion, Friendship, Respect, Curiosity, inspiration.

Optional:

- A list of the words in a sign so that the people can search for them and try to unveil the language .
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- VIP reception for Bal Harbour Residents where the visitors can experience the installation and walk through it.
- Virtual Reality Sculpture





Acrylic +
3D print
signs and
sculptures

Vinyl
"Painting"

Words
"Hugging"
trees

Words
stickers
or
washable
chalk

to

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2023 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and, an independent contractor Once Trece LLC ("Consultant"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village received a proposal from Consultant, for a custom installation for Bal Harbour to create excitement and opportunities for engagement during Miami Art Week; and

WHEREAS, the Village desires to enter into an agreement with Consultant for the provision of these services.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Consultant agree as follows:

- I. **SCOPE OF SERVICES.** Consultant shall provide the scope of services ("Services" or "Work") set forth in Consultant's proposal ("Proposal"), incorporated herein and attached hereto as Exhibit "A."
- II. **TERM.** This Agreement shall commence on the Effective Date and shall continue through January 31, 2024, unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement.
- III. **PAYMENT.** In consideration of Consultant's completion of the Services rendered hereunder, the Village shall pay to Consultant, as provided for in the Proposal in the amount of Three Thousand Dollars and Zero Cents (\$3,000.00). Additional services shall not be provided without the Village's prior written approval and such approval shall be subject to the Village's execution of a Scope Change document, provided under separate cover.

All Services performed shall be invoiced to the Village. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered (and referenced in the particular invoice).

IV. TERMINATION.

A. Termination for Cause.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party fifteen (15) business days to cure such default. If such default remains uncured after fifteen (15) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages in an amount up to and not to exceed the total paid to date by the Village to Consultant sustained by the Village by virtue of any breach of the Agreement by the Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees up to and not to exceed the total paid to date by the Village to Consultant.

B. Termination for Convenience of the Village.

The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective thirty (30) days following receipt by Consultant of such notice. If the Agreement is terminated for convenience by the Village, Consultant shall only be paid for any Services satisfactorily performed up to the date of termination; following which both parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised

this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. **INSURANCE REQUIREMENTS**

Consultant shall maintain general commercial, automobile (where applicable), workers' compensation, and professional liability insurance in an amount acceptable to the Village.

Consultant shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement

	<u>Per Occurrence</u>	<u>Aggregate</u>
General Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000 combined single limit per accident	
Professional Liability	\$500,000	\$1,000,000
Workers' Compensation	Statutory Amount	

This Agreement shall not be deemed approved until the Consultant has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall be named as an additional insured via a blanket endorsement in the endorsement for commercial and automobile liability coverage. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ

Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice

of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

VI. INDEMNIFICATION.

Both Parties agree to indemnify and hold harmless the other Party and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the negligent Party, its officers, employees, agents, subcontractors, or any other person or entity acting under negligent Party's control or supervision, arising out of the negligent Party's performance of the Services pursuant to this Agreement. To that extent, the negligent Party shall pay all such Losses which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the afflicted Party in the defense of such claims and losses, including appeals. Subject to Section 768.28, Florida Statutes, which monetary limits shall apply regardless of whether they would apply in the absence of this provision, the Village shall indemnify the Consultant up to the statutory limits.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

VII. ENTIRE AGREEMENT.

This Agreement, Consultant's proposal, and any warranties shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. WARRANTIES.

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third

party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

Consultant warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Consultant's profession.

Consultant shall be responsible for technical deficiency in the Service deliverables due to errors and omissions for two years after the date of acceptance of the Services by the Village. The Consultant shall, upon the request of the Village, promptly correct or replace all deficient work due to errors or omissions without cost to the Village.

Consultant acknowledges that the responsibilities enumerated in this Agreement (a) will not adversely affect her primary employment; (b) will not create a conflict of interest as defined by Chapter 112, Part III of the Florida Statutes.

IX. NON-EXCLUSIVITY.

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the Village to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

X. SEVERABILITY.

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the

Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

XI. ANTI-DISCRIMINATION

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

XII. SCRUTINIZED COMPANIES

- A.** Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B.** If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C.** The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this

Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

XIII. NOTICES.

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Copies To: Dwight S. Danie, Village Clerk
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Susan L. Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Consultant: Tania Esponda Aja
Once Trece LLC
10275 Collins Avenue
Bal Harbour, FL 33154
info@taniaea.com

XIV. COMPLIANCE WITH LAWS.

Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

XV. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

XVI. SURVIVAL OF TERMS.

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

XVII. GOVERNING LAWS.

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

XVIII. NO CONTINGENT 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.

XIX. WAIVER.

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of

any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

XX. FORCE MAJEURE.

Non-performance of Consultant or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

XXI. INDEPENDENT CONTRACTOR.

Consultant has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Village under this Agreement.

XXII. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

- A.** Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. 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.
- B.** 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.

- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and final documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Consultant's workpapers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by 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, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- F. 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.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour - Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.

XXIII. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONSULTANT:

VILLAGE:

Bal Harbour Village
655 96 Street
Bal Harbour, FL 33154

By: _____

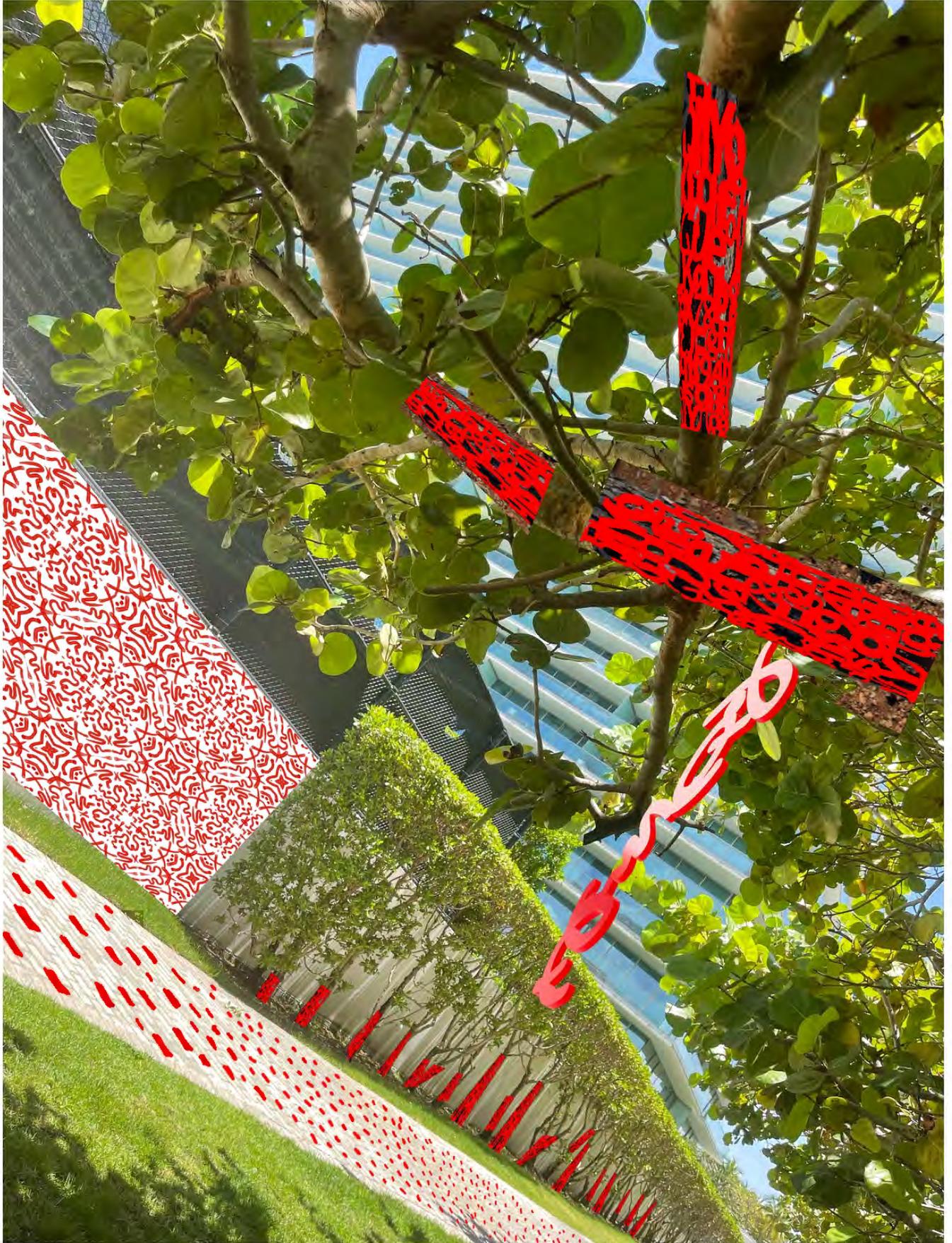
By: _____
Jorge M. Gonzalez, Village
Manager

Attest: _____
Dwight S. Danie
Village Clerk

Approved as to form and legal
sufficiency for the use and
reliance of the Bal Harbour
Village only.

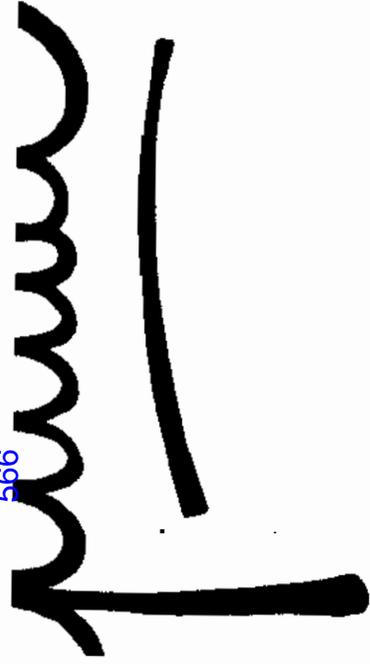
By: _____
Village Attorney

EXHIBIT "A"



” The power of words ”



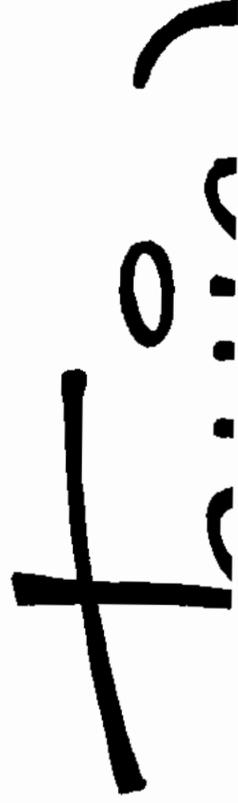


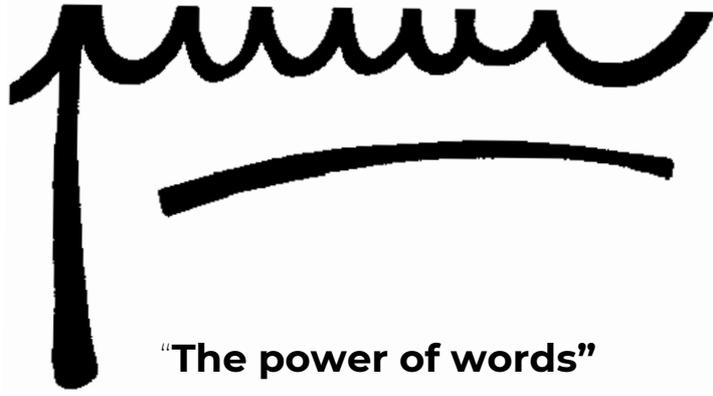
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Love, Nature, Freedom, Imagination, Creativity, Beauty, Connection, Joy, Compassion, Friendship, Respect, Curiosity, inspiration.

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- VIP reception for Bal Harbour Residents where the visitors can experience the installation and walk through it.
- Virtual Reality Sculpture





Acrylic +
3D print
signs and
sculptures

Vinyl
"Painting"

words
"Hugging"
trees

words
stickers
or
washable
chalk

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH EACH OF THE VILLAGE'S TOURISM SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVES.

Issue:

Should the Council approve a Resolution to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination?

The Bal Harbour Experience:

- Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Exclusivity & Access Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

Bal Harbour Village contracts with vendors in key markets who act as contracted employees and provide professional services in support of our goal of promoting the Village as a tourism destination. The Village has contracted with a number of sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These key markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) United States / Canada. The Village has just begun the work involved with the development of a Tourism Strategic Plan which will conclude and be ready to present to the Village Council in February 2024. At that point, the Village can determine how to best proceed with our tourism efforts going forward which could include a different marketing strategy than what has been used for the past several years. In the meantime, it is recommended that we contract with these vendors to ensure that the marketing plans for this fiscal year are in place.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

Resort Tax Committee.

Financial Information:

	Amount	Vendor	Account #
(1)	\$36,000	Sales Mktg - Carmen Florio / D*LX REP	10-52-504XX
(2)	\$40,000	Sales Mktg - Flavia Pacheco Giuliano / SPOKE COMUNICACAO	10-52-504XX
(3)	\$40,000	Sales Mktg - Another Company / ACCOMS LATAM	10-52-504XX
(4)	\$57,000	Sales Mktg - Suzanne Corbo	10-52-504XX

Sign off:

Director of Tourism	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Claudia Dixon	Jorge M. Gonzalez

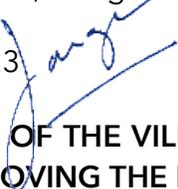
BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: October 17, 2023 

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF INDIVIDUAL PROFESSIONAL SERVICE AGREEMENTS WITH THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Bal Harbour Village contracts with vendors in key markets who act as contracted employees and provide professional services in support of achieving our goal of promoting the Village as a tourism destination.

The Village has just begun the work involved with the development of a Tourism Strategic Plan which will conclude and be ready to present to the Village Council in February 2024. At that point, the Village can determine how to best proceed with our tourism efforts going forward which could include a different marketing strategy than what has been used for the past several years. In the meantime, it is recommended that we contract with these vendors to ensure that the marketing plans for this fiscal year are in place.

Sales, Marketing and Public Relations Professionals

To promote Bal Harbour Village as a tourism destination, the Village has contracted with a number of sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These key markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) United States / Canada.

These Representatives are well connected within the tourism industry of their particular markets and promote Bal Harbour as a tourism destination in each of these key markets. They work closely with the Village, the Resort Tax Committee and our hotels and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village which result in awareness and drive demand and bookings of our destination.

The Resort Tax Committee (RTC) discussed and reviewed activities, efforts and budgets for each of the representatives during the year and approved the proposed budgets for each of these Representatives during their budget discussions and recommendations. The following are each of the vendors with their budgeted cost for this fiscal year:

Argentina / Chile

Carmen Florio / D*LX REP has been the Sales & Marketing Representative for the Argentina and Chile markets since June of 2011. The RTC discussed and reviewed this vendor's activities and budget during the year and approved the following budget for this FY:

Market	Representative	Annual Fee
Argentina And Chile Sales & Marketing	Carmen Florio / D*LX REP	\$36,000

Brazil

Flavia Pacheco Giuliano / SPOKE COMUNICACAO has been the Marketing & Public Relations Representative for the Brazil market since May of 2011. The RTC discussed and reviewed this vendor's activities and budget during the year and approved the following budget for this FY:

Market	Representative	Annual Fee
Brazil Public Relations	Flavia Pacheco Giuliano / SPOKE COMUNICACAO	\$40,000

Mexico

Another Company / ACCOM LATAM has been the Marketing and Public Relations Representative for the Mexico market since January of 2019. The RTC discussed and reviewed this vendor's activities and budget during the year and approved the following budget for this FY:

Market	Representative	Annual Fee
Mexico - Marketing and Public Relations	Another Company / ACCOMS LATAM	\$40,000

United States / Canada

Suzanne Corbo has been the Sales and Marketing Representative for the US and Canada markets since August of 2009. The RTC discussed and reviewed this vendor's activities and budget during the year and approved the following budget for this FY:

Market	Representative	Annual Fee
U.S. and Canada	Suzanne Corbo	\$57,000

The Professional Services Agreements, as well as the individual Resolutions for each of these four (4) vendors are attached.

THE BAL HARBOUR EXPERIENCE

These Representatives are an extension of the Bal Harbour team and help to “sell” and promote the destination by highlighting the four pillars of *The Bal Harbour Experience* which distinguishes Bal Harbour from competing destinations.

CONCLUSION

Each of these professionals provides valuable services to Bal Harbour Village and are in support of our goals as they pertain to enhancing community engagement and communication as well as promoting Bal Harbour Village as a tourism destination. These individuals are part of the Bal Harbour Village team and act as contracted employees in helping us achieve our mission and vision.

Attachments:

1. Argentina / Chile - Carmen Florio Professional Services Agreement
2. Brazil - Flavia Pacheco Giuliano Professional Services Agreement
3. Mexico - ACCOMS LATAM Professional Services Agreement
4. U.S. / Canada - Suzanne Corbo Professional Services Agreement

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH CARMEN FLORIO FOR A ONE-YEAR TERM AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR ARGENTINA AND CHILE IN THE AMOUNT NOT TO EXCEED \$36,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village contracts with vendors who provide professional services in support of the Village's goal of enhancing community engagement with public events and communications as well as promoting Bal Harbour Village as a tourism destination; and

WHEREAS, Carmen Florio/D*LX REP ("Florio") has been the Sales and Marketing Representative for the Argentina and Chile markets since June 2011; and

WHEREAS, Village Staff and the Village's Resort Tax Committee is recommending renewal of the agreement with this vendor in the amount of \$36,000; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve this one-year agreement with the vendor.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Agreements Approved. That the Professional Service Agreement for Florio in the amount of \$36,000 is hereby approved.

Section 3. Expenditures Approved. That the expenditure of funds for the provisions of services by these consultants is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement this Resolution.

Section 5. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 17th day of October, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2023 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and D*LX Rep, an Argentina based company and an independent contractor ("Consultant"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village seeks marketing, sales and public relations services; and

WHEREAS, the Village desires to enter into an agreement with Contractor for the provision of these services.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Consultant agree as follows:

- I. SCOPE OF SERVICES.** Consultant shall provide the scope of services ("Services" or "Work") set forth in Consultant's proposal ("Proposal"), incorporated herein and attached hereto as Exhibit "A." Consultant shall commence the Work upon receipt of a Notice to Proceed, in a form similar to Exhibit "B" attached hereto.

The Consultant shall act as the Village's Argentina and Chile Marketing, Sales and Public Relations representative and shall provide the following services with the goal of generating additional resort tax revenue for the Village (the "Services"):

1. Strategic consulting on reputation management and positioning (ongoing) for Bal Harbour Village, including existing and potential new hotels / restaurants / capital projects targeting the Argentina and Chile travel markets;
2. Based on Village's Calendar of Events, development of an agreed upon year-long plan in accordance with budget to be submitted at start of period (to be attached as Exhibit A).
 - Participation in status conference calls with the Client - two calls per month
 - Discuss action plan development - update and execute of action plan

3. Organize and coordinate group/individual media trips to Bal Harbour, including media and airline/other partner liaisons, assistance with program development, and chaperoning of group (as agreed in plan and in accordance to the designated budget for media fam trips).

4. Information gathering and processing, including:

- Monitoring and clipping of coverage, dedicated to the Client in target media, alerting the Client (ongoing);
- Processing of informational materials, including:
 - translation/adaptation of press releases (up to 1 per month and as mutually agreed);
 - translation/adaptation of texts, including newsletters, factsheets, backgrounders, press kits, (ongoing);
 - Distribution of Bal Harbour Newsletter to Travel Partner Contacts
- Media relations (ongoing), including:
 - distribution of press releases and follow-up media relations;
 - gathering of editorial plans;
 - response to media inquiries;
 - proofreading and fact-checking editorial;
 - provision of information/multimedia content to media;
 - Distribution of Bal Harbour Newsletter to Media Contacts
- Liaison with potential partners of the Client, including, but not limited to celebrities, influencers, luxury brands, airlines (ongoing);

5. Organize and schedule minor local media events, such as trade fairs and lunches with key media / travel partners (defined in Consultant's Year Plan Section 1.2).

6. Plan and execute One (1) Media and Consumer Event / Initiative with aligned interviews for Bal Harbour Representatives in-market for up to 20 media members or 70 consumers, and handle all logistics for the event.

- In conjunction with event (may be separate) organize and schedule individual interviews for Bal Harbour Representatives with Key Media representatives / Travel Advisors

- Gathering and processing of information for initiating commentaries and interviews with spokespersons of the Client, including preparation of media profiles, Q&A documents, one-pagers and assistance at interviews

7. Reporting: Prepare activity reports (monthly reports, mid-year report, full-year summary) including clippings reports, and quantitative and qualitative analysis of media coverage provided by an approved 3rd party vendor.

II. **TERM.** The Consultant shall provide the Services to the Village commencing on October 1, 2023 and concluding September 30, 2024 (the "Term").

III. **PAYMENT.** In consideration of the Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee in the amount of Three Thousand US Dollars (\$3,000.00) for a total annual amount of Thirty Six Thousand Dollars (\$36,000.00). All services performed shall be invoiced to the Village for approximately thirty-five (35) hours of account work per month for media relations, marketing and sales initiatives. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within (30) days for that portion (or those portions) of the service satisfactorily rendered. Payment shall be rendered via wire transfer.

EXTRAORDINARY EXPENSES. Consultant may, following the receipt of the prior written approval of the Village Manager or designee, incur certain extraordinary expenses in the course of providing the Services. The extraordinary expenses may include the costs of travel, special mailings and the participation in trade shows. Consultant may not incur any extraordinary expenses over one hundred USD (\$100) without the prior written consent of the Village Manager or designee.

III. **TERMINATION.**

A. **Termination for Cause.**

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party fifteen (15) business days to cure such default. If such default remains uncured after fifteen (15) business days, the non-defaulting Party may terminate this Agreement without further notice to

defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages in an amount up to and not to exceed the total paid to date by the Village to Consultant sustained by the Village by virtue of any breach of the Agreement by the Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees up to and not to exceed the total paid to date by the Village to Consultant.

B. Termination for Convenience of the Village.

The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective thirty (30) days following receipt by Consultant of such notice. If the Agreement is terminated for convenience by the Village, Consultant shall only be paid for any Services satisfactorily performed up to the date of termination; following which both parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. INSURANCE REQUIREMENTS

Consultant shall maintain general commercial, automobile (where applicable), workers' compensation, and professional liability insurance in an amount acceptable to the Village.

Consultant shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement

	<u>Per Occurrence</u>	<u>Aggregate</u>
General Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000 combined single limit per accident	
Professional Liability	\$500,000	\$1,000,000
Workers' Compensation	Statutory Amount	

This Agreement shall not be deemed approved until the Consultant has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall be named as an additional insured via a blanket endorsement in the endorsement for commercial and automobile liability coverage. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ

Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

VI. INDEMNIFICATION.

Both Parties agree to indemnify and hold harmless the other Party and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions

or willful or intentional conduct of the negligent Party, its officers, employees, agents, subcontractors, or any other person or entity acting under negligent Party's control or supervision, arising out of the negligent Party's performance of the Services pursuant to this Agreement. To that extent, the negligent Party shall pay all such Losses which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the afflicted Party in the defense of such claims and losses, including appeals. Subject to Section 768.28, Florida Statutes, which monetary limits shall apply regardless of whether they would apply in the absence of this provision, the Village shall indemnify the Consultant up to the statutory limits.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

VII. ENTIRE AGREEMENT.

This Agreement, Consultant's proposal, and any warranties shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. WARRANTIES.

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

Consultant warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Consultant's profession.

Consultant shall be responsible for technical deficiency in the Service

deliverables due to errors and omissions for ten years after the date of acceptance of the Services by the Village. The Consultant shall, upon the request of the Village, promptly correct or replace all deficient work due to errors or omissions without cost to the Village.

Consultant acknowledges that the responsibilities enumerated in this Agreement (a) will not adversely affect her primary employment; (b) will not create a conflict of interest as defined by Chapter 112, Part III of the Florida Statutes.

IX. NON-EXCLUSIVITY.

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the Village to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

X. SEVERABILITY.

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

XI. ANTI-DISCRIMINATION

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States

has free trade.

XII. NOTICES.

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Copies To: Dwight S. Danie, Village Clerk
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Susan L. Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Consultant: Carmen Florio
Av. Cramer 2625 6 piso
CABA - 1428
Buenos Aires, Argentina

XIII. COMPLIANCE WITH LAWS.

Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

XIV. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the

delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

XV. SURVIVAL OF TERMS.

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

XVI. GOVERNING LAWS.

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

XVII. NO CONTINGENT 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.

XVIII. WAIVER.

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition

to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

XIX. FORCE MAJEURE.

Non-performance of Consultant or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

XX. INDEPENDENT CONTRACTOR.

Consultant has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Village under this Agreement.

XXI. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

- A.** Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. 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.
- B.** 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.

- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and final documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Consultant's workpapers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by 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, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- F. 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.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC

EXHIBIT "A" Scope of Services

1. Strategic consulting on reputation management and positioning (ongoing) for Bal Harbour Village, including existing and potential new hotels / restaurants / capital projects targeting the Argentina and Chile travel markets.
2. Based on Village's Calendar of Events, development of an agreed upon year-long plan in accordance with budget to be submitted at start of period.
 - Participation in status conference calls with the Client - two calls per month
 - Discuss action plan development - update and execute of action plan
3. Organize and coordinate group/individual media trips to Bal Harbour, including media and airline/other partner liaisons, assistance with program development, and chaperoning of group (as agreed in plan and in accordance to the designated budget for media fam trips).
4. Information gathering and processing, including:
 - Monitoring and clipping of coverage, dedicated to the Client in target media, alerting the Client (ongoing)
 - Processing of informational materials, including:
 - translation/adaptation of press releases (up to 1 per month and as mutually agreed);
 - translation/adaptation of texts, including newsletters, factsheets, backgrounders, press kits, (ongoing);
 - Distribution of Bal Harbour Newsletter to Travel Partner Contacts
 - Media relations (ongoing), including:
 - distribution of press releases and follow-up media relations;
 - gathering of editorial plans;
 - response to media inquiries;
 - proofreading and fact-checking editorial;
 - provision of information/multimedia content to media;
 - Distribution of Bal Harbour Newsletter to Media Contacts
 - Liaison with potential partners of the Client, including, but not limited to celebrities, influencers, luxury brands, airlines (ongoing);

5. Organize and schedule minor local media events, such as trade fairs and lunches with key media / travel partners (defined in Consultant's Year Plan Section 1.2).

6. Plan and execute One (1) Media and Consumer Event / Initiative with aligned interviews for Bal Harbour Representatives in-market for up to 20 media members or 70 consumers, and handle all logistics for the event.

- In conjunction with event (may be separate) organize and schedule individual interviews for Bal Harbour Representatives with Key Media representatives / Travel Advisors
- Gathering and processing of information for initiating commentaries and interviews with spokespersons of the Client, including preparation of media profiles, Q&A documents, one-pagers and assistance at interviews

7. Reporting: Prepare activity reports (monthly reports, mid-year report, full-year summary) including clippings reports, and quantitative and qualitative analysis of media coverage provided by an approved 3rd party vendor.

EXHIBIT B - NOTICE TO PROCEED

BAL HARBOUR
- VILLAGE -

JORGE M. GONZALEZ
VILLAGE MANAGER

October 17, 2023

Carmen Florio
Av. Cramer 2625 6 piso
CABA - 1428
Buenos Aires, Argentina

RE: Agreement - 2023 / Professional Services -Marketing, Sales and PR Services Argentina and Chile

Ms. Carmen Florio:

Please consider this your official Notice to Proceed on the above referenced work/service. You are hereby authorized to proceed with the work as of October 1, 2023. Contract time will begin to be counted on this day. The work shall be completed within the prescribed timeframe as specified in the contract documents.

The Village has appointed Paola Busch of the Tourism Department as the Village's Representative who will be your single point of contact.

If you have any questions, please contact the Village Representative.

Sincerely,

Jorge M. Gonzalez
Village Manager

Cc: Ramiro J. Inguanzo, Tourism Director
Claudia Dixon, Chief Financial Officer
Paola Busch, Tourism Manager

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH EACH OF THE VILLAGE'S TOURISM SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVES.

Issue:

Should the Council approve a Resolution to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination?

The Bal Harbour Experience:

- Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Exclusivity & Access Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

Bal Harbour Village contracts with vendors in key markets who act as contracted employees and provide professional services in support of our goal of promoting the Village as a tourism destination. The Village has contracted with a number of sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These key markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) United States / Canada. The Village has just begun the work involved with the development of a Tourism Strategic Plan which will conclude and be ready to present to the Village Council in February 2024. At that point, the Village can determine how to best proceed with our tourism efforts going forward which could include a different marketing strategy than what has been used for the past several years. In the meantime, it is recommended that we contract with these vendors to ensure that the marketing plans for this fiscal year are in place.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

Resort Tax Committee.

Financial Information:

	Amount	Vendor	Account #
(1)	\$36,000	Sales Mktg - Carmen Florio / D*LX REP	10-52-504XX
(2)	\$40,000	Sales Mktg - Flavia Pacheco Giuliano / SPOKE COMUNICACAO	10-52-504XX
(3)	\$40,000	Sales Mktg - Another Company / ACCOMS LATAM	10-52-504XX
(4)	\$57,000	Sales Mktg - Suzanne Corbo	10-52-504XX

Sign off:

Director of Tourism	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: October 17, 2023 

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF INDIVIDUAL PROFESSIONAL SERVICE AGREEMENTS WITH THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Bal Harbour Village contracts with vendors in key markets who act as contracted employees and provide professional services in support of achieving our goal of promoting the Village as a tourism destination.

The Village has just begun the work involved with the development of a Tourism Strategic Plan which will conclude and be ready to present to the Village Council in February 2024. At that point, the Village can determine how to best proceed with our tourism efforts going forward which could include a different marketing strategy than what has been used for the past several years. In the meantime, it is recommended that we contract with these vendors to ensure that the marketing plans for this fiscal year are in place.

Sales, Marketing and Public Relations Professionals

To promote Bal Harbour Village as a tourism destination, the Village has contracted with a number of sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These key markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) United States / Canada.

These Representatives are well connected within the tourism industry of their particular markets and promote Bal Harbour as a tourism destination in each of these key markets. They work closely with the Village, the Resort Tax Committee and our hotels and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village which result in awareness and drive demand and bookings of our destination.

The Resort Tax Committee (RTC) discussed and reviewed activities, efforts and budgets for each of the representatives during the year and approved the proposed budgets for each of these Representatives during their budget discussions and recommendations. The following are each of the vendors with their budgeted cost for this fiscal year:

Argentina / Chile

Carmen Florio / D*LX REP has been the Sales & Marketing Representative for the Argentina and Chile markets since June of 2011. The RTC discussed and reviewed this vendor's activities and budget during the year and approved the following budget for this FY:

Market	Representative	Annual Fee
Argentina And Chile Sales & Marketing	Carmen Florio / D*LX REP	\$36,000

Brazil

Flavia Pacheco Giuliano / SPOKE COMUNICACAO has been the Marketing & Public Relations Representative for the Brazil market since May of 2011. The RTC discussed and reviewed this vendor's activities and budget during the year and approved the following budget for this FY:

Market	Representative	Annual Fee
Brazil Public Relations	Flavia Pacheco Giuliano / SPOKE COMUNICACAO	\$40,000

Mexico

Another Company / ACCOM LATAM has been the Marketing and Public Relations Representative for the Mexico market since January of 2019. The RTC discussed and reviewed this vendor's activities and budget during the year and approved the following budget for this FY:

Market	Representative	Annual Fee
Mexico - Marketing and Public Relations	Another Company / ACCOMS LATAM	\$40,000

United States / Canada

Suzanne Corbo has been the Sales and Marketing Representative for the US and Canada markets since August of 2009. The RTC discussed and reviewed this vendor's activities and budget during the year and approved the following budget for this FY:

Market	Representative	Annual Fee
U.S. and Canada	Suzanne Corbo	\$57,000

The Professional Services Agreements, as well as the individual Resolutions for each of these four (4) vendors are attached.

THE BAL HARBOUR EXPERIENCE

These Representatives are an extension of the Bal Harbour team and help to “sell” and promote the destination by highlighting the four pillars of *The Bal Harbour Experience* which distinguishes Bal Harbour from competing destinations.

CONCLUSION

Each of these professionals provides valuable services to Bal Harbour Village and are in support of our goals as they pertain to enhancing community engagement and communication as well as promoting Bal Harbour Village as a tourism destination. These individuals are part of the Bal Harbour Village team and act as contracted employees in helping us achieve our mission and vision.

Attachments:

1. Argentina / Chile - Carmen Florio Professional Services Agreement
2. Brazil - Flavia Pacheco Giuliano Professional Services Agreement
3. Mexico - ACCOMS LATAM Professional Services Agreement
4. U.S. / Canada - Suzanne Corbo Professional Services Agreement

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH FLAVIA PACHECO GIULIANO FOR A ONE -YEAR TERM AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR BRAZIL IN THE AMOUNT NOT TO EXCEED \$40,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village contracts with vendors who provide professional services in support of the Village's goal of enhancing community engagement with public events and communications as well as promoting Bal Harbour Village as a tourism destination; and

WHEREAS, Flavia Pacheco Giuliano/SPOKE COMUNICACAO ("Giuliano") has been the Sales and Marketing Representative for the Brazil market since May 2011; and

WHEREAS, Village Staff and the Village's Resort Tax Committee is recommending renewal of the agreement with this vendor in the amount of \$40,000; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve this one-year agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Agreements Approved. That the Professional Service Agreement for Giuliano in the amount of \$40,000 is hereby approved.

Section 3. Expenditures Approved. That the expenditure of funds for the provisions of services by these consultants is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement this Resolution.

Section 5. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 17th day of October, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2023 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Spoke Comunicacao Empresarial Ltda., a Brazil based company and an independent contractor ("Consultant"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village seeks marketing and public relations services; and

WHEREAS, the Village desires to enter into an agreement with Contractor for the provision of these services.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Consultant agree as follows:

- I. SCOPE OF SERVICES.** Consultant shall provide the scope of services ("Services" or "Work") set forth in Consultant's proposal ("Proposal"), incorporated herein and attached hereto as Exhibit "A." Consultant shall commence the Work upon receipt of a Notice to Proceed, in a form similar to Exhibit "B" attached hereto.

The Consultant shall act as the Village's Brazil Marketing and Public Relations representative and shall provide the following services with the goal of generating additional resort tax revenue for the Village (the "Services"):

1. Strategic consulting on reputation management and positioning (ongoing) for Bal Harbour Village, including potential new hotels / restaurants / capital projects targeting the Brazilian travel market;
2. Based on Village's Calendar of Events, development of an agreed upon year-long plan in accordance with budget to be submitted at start of period (to be attached as Exhibit A).
 - Participation in status conference calls with the Client - two calls per month
 - Discuss action plan development - update and execute of action plan

3. Organize and coordinate group/individual media trips to Bal Harbour, including media and airline/other partner liaisons, assistance with program development, and chaperoning of group (as agreed in plan and in accordance to the designated budget for media fam trips).

4. Information gathering and processing, including:

- Monitoring and clipping of coverage, dedicated to the Client in target media, alerting the Client (ongoing);
- Processing of informational materials, including:
 - translation/adaptation of press releases (up to 1 per month and as mutually agreed);
 - translation/adaptation of texts, including newsletters, factsheets, backgrounders, press kits, (ongoing);
 - Distribution of Bal Harbour Newsletter to Travel Partner Contacts
- Media relations (ongoing), including:
 - distribution of press releases and follow-up media relations;
 - gathering of editorial plans;
 - response to media inquiries;
 - proofreading and fact-checking editorial;
 - provision of information/multimedia content to media;
 - Distribution of Bal Harbour Newsletter to Media Contacts
- Liaison with potential partners of the Client, including, but not limited to celebrities, influencers, luxury brands, airlines (ongoing);

5. Organize and schedule minor local media events, such as trade fairs and lunches with key media / travel partners (defined in Consultant's Year Plan Section 1.2).

6. Plan and execute One (1) Media and Consumer Event / Initiative with aligned interviews for Bal Harbour Representatives in-market for up to 20 media members or 70 consumers, and handle all logistics for the event.

- In conjunction with event (may be separate) organize and schedule individual interviews for Bal Harbour Representatives with Key Media representatives/ Travel Advisors

- Gathering and processing of information for initiating commentaries and interviews with spokespersons of the Client, including preparation of media profiles, Q&A documents, one-pagers and assistance at interviews

7. Reporting: Prepare activity reports (monthly reports, mid-year report, full-year summary) including clippings reports, and quantitative and qualitative analysis of media coverage provided by an approved 3rd party vendor.

II. **TERM.** The Consultant shall provide the Services to the Village commencing on October 1, 2023 and concluding September 30, 2024 (the "Term"). This Agreement shall commence on the Effective Date and shall continue, unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement.

III. **PAYMENT.** In consideration of the Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee in the amount of Three Thousand Three Hundred and Thirty-three US Dollars and Thirty-three Cents (\$3,333.33) for a total annual amount of Forty Thousand Dollars (\$40,000.00). All services performed shall be invoiced to the Village for approximately thirty-five (35) hours of account work per month for media relations and marketing initiatives. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within (30) days for that portion (or those portions) of the service satisfactorily rendered. Payment shall be rendered via wire transfer.

EXTRAORDINARY EXPENSES. Consultant may, following the receipt of the prior written approval of the Village Manager or designee, incur certain extraordinary expenses in the course of providing the Services. The extraordinary expenses may include the costs of travel, special mailings and the participation in trade shows. Consultant may not incur any extraordinary expenses over one hundred USD (\$100) without the prior written consent of the Village Manager or designee.

III. **TERMINATION.**

A. **Termination for Cause.**

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to

terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party fifteen (15) business days to cure such default. If such default remains uncured after fifteen (15) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages in an amount up to and not to exceed the total paid to date by the Village to Consultant sustained by the Village by virtue of any breach of the Agreement by the Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees up to and not to exceed the total paid to date by the Village to Consultant.

B. Termination for Convenience of the Village.

The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective thirty (30) days following receipt by Consultant of such notice. If the Agreement is terminated for convenience by the Village, Consultant shall only be paid for any Services satisfactorily performed up to the date of termination; following which both parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. INSURANCE REQUIREMENTS

Consultant shall maintain general commercial, automobile (where applicable), workers' compensation, and professional liability insurance in an

amount acceptable to the Village.

Consultant shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement

	<u>Per Occurrence</u>	<u>Aggregate</u>
General Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000 combined single limit per accident	
Professional Liability	\$500,000	\$1,000,000
Workers' Compensation	Statutory Amount	

This Agreement shall not be deemed approved until the Consultant has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall be named as an additional insured via a blanket endorsement in the endorsement for commercial and automobile liability coverage. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ

Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

VI. INDEMNIFICATION.

Both Parties agree to indemnify and hold harmless the other Party and its officers, employees, agents, and contractors, from and against any and all

third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the negligent Party, its officers, employees, agents, subcontractors, or any other person or entity acting under negligent Party's control or supervision, arising out of the negligent Party's performance of the Services pursuant to this Agreement. To that extent, the negligent Party shall pay all such Losses which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the afflicted Party in the defense of such claims and losses, including appeals. Subject to Section 768.28, Florida Statutes, which monetary limits shall apply regardless of whether they would apply in the absence of this provision, the Village shall indemnify the Consultant up to the statutory limits.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

VII. ENTIRE AGREEMENT.

This Agreement, Consultant's proposal, and any warranties shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. WARRANTIES.

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

Consultant warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Consultant's profession.

Consultant shall be responsible for technical deficiency in the Service deliverables due to errors and omissions for ten years after the date of acceptance of the Services by the Village. The Consultant shall, upon the request of the Village, promptly correct or replace all deficient work due to errors or omissions without cost to the Village.

Consultant acknowledges that the responsibilities enumerated in this Agreement (a) will not adversely affect her primary employment; (b) will not create a conflict of interest as defined by Chapter 112, Part III of the Florida Statutes.

IX. NON-EXCLUSIVITY.

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the Village to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

X. SEVERABILITY.

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

XI. ANTI-DISCRIMINATION

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial

status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

XII. NOTICES.

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Copies To: Dwight S. Danie, Village Clerk
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Susan L. Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Consultant: Flavia Pacheco Giuliano
SPOKE Comunicacao & Empresarial
Rua Guarara 529 Conj. - 43 Jardim Paulista
Sao Paulo - SP
flaviapacheco@spoke.com.br

XIII. COMPLIANCE WITH LAWS.

Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this

Agreement, regardless of the applicable jurisdiction.

XIV. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

XV. SURVIVAL OF TERMS.

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

XVI. GOVERNING LAWS.

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

XVII. NO CONTINGENT 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.

XVIII. WAIVER.

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must

be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

XIX. FORCE MAJEURE.

Non-performance of Consultant or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

XX. INDEPENDENT CONTRACTOR.

Consultant has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Village under this Agreement.

XXI. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

- A.** Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. 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.

- B.** 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.
- C.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and final documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Consultant's workpapers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.
- D.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by 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, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- F.** 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.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour - Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.

REST OF PAGE LEFT BLANK

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONSULTANT:
Flavia Pacheco Giuliano
SPOKE Comunicacao & Empresarial
Rua Guarara 529 Conj. - 43 Jardim Paulista
Sao Paulo - SP
flaviapacheco@spoke.com.br

VILLAGE:
Bal Harbour Village
655 Ninety-Sixth Street
Bal Harbour, FL 33154

By: _____
Flavia Pacheco Giuliano Date

By: _____
Jorge M. Gonzalez Date
Village Manager

Attest: _____
Dwight S. Danie Date
Village Clerk

Approved as to form and legal sufficiency for the use and reliance of the Bal Harbour Village only.

By: _____
Village Attorney Date

EXHIBIT "A" Scope of Services

1. Strategic consulting on reputation management and positioning (ongoing) for Bal Harbour Village, including potential new hotels / restaurants / capital projects targeting the Brazilian travel market;
2. Based on Village's Calendar of Events, development of an agreed upon year-long plan in accordance with budget to be submitted at start of period.
 - Participation in status conference calls with the Client - two calls per month
 - Discuss action plan development - update and execute of action plan
3. Organize and coordinate group/individual media trips to Bal Harbour, including media and airline/other partner liaisons, assistance with program development, and chaperoning of group (as agreed in plan and in accordance to the designated budget for media fam trips).
4. Information gathering and processing, including:
 - Monitoring and clipping of coverage, dedicated to the Client in target media, alerting the Client (ongoing);
 - Processing of informational materials, including:
 - translation/adaptation of press releases (up to 1 per month and as mutually agreed);
 - translation/adaptation of texts, including newsletters, factsheets, backgrounders, press kits, (ongoing);
 - Distribution of Bal Harbour Newsletter to Travel Partner Contacts
 - Media relations (ongoing), including:
 - distribution of press releases and follow-up media relations;
 - gathering of editorial plans;
 - response to media inquiries;
 - proofreading and fact-checking editorial;
 - provision of information/multimedia content to media;
 - Distribution of Bal Harbour Newsletter to Media Contacts
 - Liaison with potential partners of the Client, including, but not limited to celebrities, influencers, luxury brands, airlines (ongoing);
5. Organize and schedule minor local media events, such as trade fairs and lunches with key media / travel partners.

6. Plan and execute One (1) Media and Consumer Event / Initiative with aligned interviews for Bal Harbour Representatives in-market for up to 20 media members or 70 consumers, and handle all logistics for the event.

- In conjunction with event (may be separate) organize and schedule individual interviews for Bal Harbour Representatives with Key Media representatives/ Travel Advisors
- Gathering and processing of information for initiating commentaries and interviews with spokespersons of the Client, including preparation of media profiles, Q&A documents, one-pagers and assistance at interviews

7. Reporting: Prepare activity reports (monthly reports, mid-year report, full-year summary) including clippings reports, and quantitative and qualitative analysis of media coverage provided by an approved 3rd party vendor.

EXHIBIT B - NOTICE TO PROCEED

BAL HARBOUR
- VILLAGE -

JORGE M. GONZALEZ
VILLAGE MANAGER

October 17, 2023

Flavia Pacheco Giuliano
SPOKE Comunicacao & Empresarial
Rua Guarara 529 Conj. - 43 Jardim Paulista
Sao Paulo - SP

RE: Agreement - 2023 / Professional Services -Marketing and PR Services-Brazil

Ms. Flavia Pacheco:

Please consider this your official Notice to Proceed on the above referenced work/service. You are hereby authorized to proceed with the work as of October 1, 2023. Contract time will begin to be counted on this day. The work shall be completed within the prescribed timeframe as specified in the contract documents.

The Village has appointed Paola Busch of the Tourism Department as the Village's Representative who will be your single point of contact.

If you have any questions, please contact the Village Representative.

Sincerely,

Jorge M. Gonzalez
Village Manager

Cc: Ramiro J. Inguanzo, Tourism Director
Claudia Dixon, Chief Financial Officer
Paola Busch, Tourism Manager

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH EACH OF THE VILLAGE'S TOURISM SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVES.

Issue:

Should the Council approve a Resolution to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination?

The Bal Harbour Experience:

- Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Exclusivity & Access Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

Bal Harbour Village contracts with vendors in key markets who act as contracted employees and provide professional services in support of our goal of promoting the Village as a tourism destination. The Village has contracted with a number of sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These key markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) United States / Canada. The Village has just begun the work involved with the development of a Tourism Strategic Plan which will conclude and be ready to present to the Village Council in February 2024. At that point, the Village can determine how to best proceed with our tourism efforts going forward which could include a different marketing strategy than what has been used for the past several years. In the meantime, it is recommended that we contract with these vendors to ensure that the marketing plans for this fiscal year are in place.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

Resort Tax Committee.

Financial Information:

	Amount	Vendor	Account #
(1)	\$36,000	Sales Mktg - Carmen Florio / D*LX REP	10-52-504XX
(2)	\$40,000	Sales Mktg - Flavia Pacheco Giuliano / SPOKE COMUNICACAO	10-52-504XX
(3)	\$40,000	Sales Mktg - Another Company / ACCOMS LATAM	10-52-504XX
(4)	\$57,000	Sales Mktg - Suzanne Corbo	10-52-504XX

Sign off:

Director of Tourism	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Claudia Dixon	Jorge M. Gonzalez

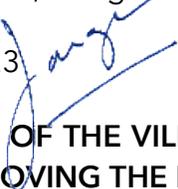
BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: October 17, 2023 

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF INDIVIDUAL PROFESSIONAL SERVICE AGREEMENTS WITH THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Bal Harbour Village contracts with vendors in key markets who act as contracted employees and provide professional services in support of achieving our goal of promoting the Village as a tourism destination.

The Village has just begun the work involved with the development of a Tourism Strategic Plan which will conclude and be ready to present to the Village Council in February 2024. At that point, the Village can determine how to best proceed with our tourism efforts going forward which could include a different marketing strategy than what has been used for the past several years. In the meantime, it is recommended that we contract with these vendors to ensure that the marketing plans for this fiscal year are in place.

Sales, Marketing and Public Relations Professionals

To promote Bal Harbour Village as a tourism destination, the Village has contracted with a number of sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These key markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) United States / Canada.

These Representatives are well connected within the tourism industry of their particular markets and promote Bal Harbour as a tourism destination in each of these key markets. They work closely with the Village, the Resort Tax Committee and our hotels and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village which result in awareness and drive demand and bookings of our destination.

The Resort Tax Committee (RTC) discussed and reviewed activities, efforts and budgets for each of the representatives during the year and approved the proposed budgets for each of these Representatives during their budget discussions and recommendations. The following are each of the vendors with their budgeted cost for this fiscal year:

Argentina / Chile

Carmen Florio / D*LX REP has been the Sales & Marketing Representative for the Argentina and Chile markets since June of 2011. The RTC discussed and reviewed this vendor's activities and budget during the year and approved the following budget for this FY:

Market	Representative	Annual Fee
Argentina And Chile Sales & Marketing	Carmen Florio / D*LX REP	\$36,000

Brazil

Flavia Pacheco Giuliano / SPOKE COMUNICACAO has been the Marketing & Public Relations Representative for the Brazil market since May of 2011. The RTC discussed and reviewed this vendor's activities and budget during the year and approved the following budget for this FY:

Market	Representative	Annual Fee
Brazil Public Relations	Flavia Pacheco Giuliano / SPOKE COMUNICACAO	\$40,000

Mexico

Another Company / ACCOM LATAM has been the Marketing and Public Relations Representative for the Mexico market since January of 2019. The RTC discussed and reviewed this vendor's activities and budget during the year and approved the following budget for this FY:

Market	Representative	Annual Fee
Mexico - Marketing and Public Relations	Another Company / ACCOMS LATAM	\$40,000

United States / Canada

Suzanne Corbo has been the Sales and Marketing Representative for the US and Canada markets since August of 2009. The RTC discussed and reviewed this vendor's activities and budget during the year and approved the following budget for this FY:

Market	Representative	Annual Fee
U.S. and Canada	Suzanne Corbo	\$57,000

The Professional Services Agreements, as well as the individual Resolutions for each of these four (4) vendors are attached.

THE BAL HARBOUR EXPERIENCE

These Representatives are an extension of the Bal Harbour team and help to “sell” and promote the destination by highlighting the four pillars of *The Bal Harbour Experience* which distinguishes Bal Harbour from competing destinations.

CONCLUSION

Each of these professionals provides valuable services to Bal Harbour Village and are in support of our goals as they pertain to enhancing community engagement and communication as well as promoting Bal Harbour Village as a tourism destination. These individuals are part of the Bal Harbour Village team and act as contracted employees in helping us achieve our mission and vision.

Attachments:

1. Argentina / Chile - Carmen Florio Professional Services Agreement
2. Brazil - Flavia Pacheco Giuliano Professional Services Agreement
3. Mexico - ACCOMS LATAM Professional Services Agreement
4. U.S. / Canada - Suzanne Corbo Professional Services Agreement

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH ANOTHER COMPANY FOR A ONE -YEAR TERM AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR MEXICO IN THE AMOUNT NOT TO EXCEED \$40,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village contracts with vendors who provide professional services in support of the Village's goal of enhancing community engagement with public events and communications as well as promoting Bal Harbour Village as a tourism destination; and

WHEREAS, Another Company/ACCOMS LATAM ("Another Company") has been the Sales and Marketing Representative for the Mexico market since January 2019; and

WHEREAS, Village Staff and the Village's Resort Tax Committee is recommending renewal of the agreement with this vendor in the amount of \$40,000; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve this one-year agreement with the vendor.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Agreements Approved. That the Professional Service Agreement for Another Company in the amount of \$40,000 is hereby approved.

Section 3. Expenditures Approved. That the expenditure of funds for the provisions of services by these consultants is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement this Resolution.

Section 5. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 17th day of October, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2023 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Another Company / ACCOMS LATAM ("Consultant"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village seeks sales and services; and

WHEREAS, the Village desires to enter into an agreement with Contractor for the provision of these services.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Consultant agree as follows:

- I. SCOPE OF SERVICES.** Consultant shall provide the scope of services ("Services" or "Work") as set forth below and in Consultant's proposal ("Proposal"), incorporated herein and attached hereto as Exhibit "A." Consultant shall commence the Work upon receipt of a Notice to Proceed, in a form similar to Exhibit "B" attached hereto.

The Consultant shall act as the Village's Mexico Marketing and Public Relations representative and shall provide the following services with the goal of generating additional resort tax revenue for the Village (the "Services"):

1. Strategic consulting on reputation management and positioning (ongoing) for Bal Harbour Village, including existing and potential new hotels / restaurants / capital projects targeting the Mexico travel market;
2. Based on Village's Calendar of Events, development of an agreed upon year-long plan in accordance with budget to be submitted at start of period (to be attached as Exhibit A).
 - Participation in status conference calls with the Client - two calls per month
 - Discuss action plan development - update and execute of action plan

3. Organize and coordinate group/individual media trips to Bal Harbour, including media and airline/other partner liaisons, assistance with program development, and chaperoning of group (as agreed in plan and in accordance to the designated budget for media fam trips).

4. Information gathering and processing, including:

- Monitoring and clipping of coverage, dedicated to the Client in target media, alerting the Client (ongoing);
- Processing of informational materials, including:
 - translation/adaptation of press releases (up to 1 per month and as mutually agreed);
 - translation/adaptation of texts, including newsletters, factsheets, backgrounders, press kits, (ongoing);
 - Distribution of Bal Harbour Newsletter to Travel Partner Contacts
- Media relations (ongoing), including:
 - distribution of press releases and follow-up media relations;
 - gathering of editorial plans;
 - response to media inquiries;
 - proofreading and fact-checking editorial;
 - provision of information/multimedia content to media;
 - Distribution of Bal Harbour Newsletter to Media Contacts
- Liaison with potential partners of the Client, including, but not limited to celebrities, influencers, luxury brands, airlines (ongoing);

5. Organize and schedule minor local media events, such as trade fairs and lunches with key media / travel partners (defined in Consultant's Year Plan Section 1.2).

6. Plan and execute One (1) Media and Consumer Event / Initiative with aligned interviews for Bal Harbour Representatives in-market for up to 20 media members or 70 consumers, and handle all logistics for the event.

- In conjunction with event (may be separate) organize and schedule individual interviews for Bal Harbour Representatives with Key Media representatives / Travel Advisors
- Gathering and processing of information for initiating

commentaries and interviews with spokespersons of the Client, including preparation of media profiles, Q&A documents, one-pagers and assistance at interviews

7. **Reporting:** Prepare activity reports (monthly reports, mid-year report, full-year summary) including clippings reports, and quantitative and qualitative analysis of media coverage provided by an approved 3rd party vendor.

II. **TERM.** The Consultant shall provide the Services to the Village commencing on October 1, 2023 and concluding September 30, 2024 (the "Term").

III. **PAYMENT.** In consideration of the Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee in the amount of Three Thousand Three Hundred Thirty Three US Dollars (\$3,333) for a total annual amount of Forty Thousand Dollars (\$40,000). All services performed shall be invoiced to the Village for approximately thirty-five (35) hours of account work per month for media relations, marketing and sales initiatives. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within (30) days for that portion (or those portions) of the service satisfactorily rendered. Payment shall be rendered via wire transfer.

EXTRAORDINARY EXPENSES. Consultant may, following the receipt of the prior written approval of the Village Manager or designee, incur certain extraordinary expenses in the course of providing the Services. The extraordinary expenses may include the costs of travel, special mailings and the participation in trade shows. Consultant may not incur any extraordinary expenses over one hundred USD (\$100) without the prior written consent of the Village Manager or designee.

III. TERMINATION.

A. Termination for Cause.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party fifteen (15) business days to cure such default. If such default remains uncured after fifteen (15) business days, the non-defaulting Party may terminate this Agreement without further notice to

defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages in an amount up to and not to exceed the total paid to date by the Village to Consultant sustained by the Village by virtue of any breach of the Agreement by the Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees up to and not to exceed the total paid to date by the Village to Consultant.

B. Termination for Convenience of the Village.

The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective thirty (30) days following receipt by Consultant of such notice. If the Agreement is terminated for convenience by the Village, Consultant shall only be paid for any Services satisfactorily performed up to the date of termination; following which both parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. INSURANCE REQUIREMENTS

Consultant shall maintain general commercial, automobile (where applicable), workers' compensation, and professional liability insurance in an amount acceptable to the Village.

Consultant shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement

	<u>Per Occurrence</u>	<u>Aggregate</u>
General Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000 combined single limit per accident	
Professional Liability	\$500,000	\$1,000,000
Workers' Compensation	Statutory Amount	

This Agreement shall not be deemed approved until the Consultant has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall be named as an additional insured via a blanket endorsement in the endorsement for commercial and automobile liability coverage. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ

Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

VI. INDEMNIFICATION.

Both Parties agree to indemnify and hold harmless the other Party and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions

or willful or intentional conduct of the negligent Party, its officers, employees, agents, subcontractors, or any other person or entity acting under negligent Party's control or supervision, arising out of the negligent Party's performance of the Services pursuant to this Agreement. To that extent, the negligent Party shall pay all such Losses which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the afflicted Party in the defense of such claims and losses, including appeals. Subject to Section 768.28, Florida Statutes, which monetary limits shall apply regardless of whether they would apply in the absence of this provision, the Village shall indemnify the Consultant up to the statutory limits.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

VII. ENTIRE AGREEMENT.

This Agreement, Consultant's proposal, and any warranties shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. WARRANTIES.

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

Consultant warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Consultant's profession.

Consultant shall be responsible for technical deficiency in the Service deliverables due to errors and omissions for ten years after the date of acceptance of the Services by the Village. The Consultant shall, upon the request of the Village, promptly correct or replace all deficient work due to errors or omissions without cost to the Village.

Consultant acknowledges that the responsibilities enumerated in this Agreement (a) will not adversely affect her primary employment; (b) will not create a conflict of interest as defined by Chapter 112, Part III of the Florida Statutes.

IX. NON-EXCLUSIVITY.

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the Village to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

X. SEVERABILITY.

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

XI. ANTI-DISCRIMINATION

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member

of the World Trade Organization or any country with which the United States has free trade.

XII. NOTICES.

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Copies To: Dwight S. Danie, Village Clerk
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Susan L. Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Consultant: ACCOMS LATAM
HORACIO 1022, POLANCO IV SECCION
MIGUEL HIDALGO, CIUDAD DE MEXICO 11550
MEXICO

XIII. COMPLIANCE WITH LAWS.

Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

XIV. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing

contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

XV. SURVIVAL OF TERMS.

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

XVI. GOVERNING LAWS.

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

XVII. NO CONTINGENT 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.

XVIII. WAIVER.

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition

to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

XIX. FORCE MAJEURE.

Non-performance of Consultant or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

XX. INDEPENDENT CONTRACTOR.

Consultant has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Village under this Agreement.

XXI. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

- A.** Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. 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.
- B.** 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.

- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and final documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Consultant's workpapers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by 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, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- F. 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.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC

**RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL:
Village of Bal Harbour - Village Clerk's Office, 655 96th Street, Bal
Harbour, FL 33154.**

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONSULTANT:

ACCOMS LATAM
HORACIO 1022, POLANCO IV SECCION
MIGUEL HIDALGO, CIUDAD DE MEXICO 11550
MEXICO

VILLAGE:

Bal Harbour Village
655 Ninety-Sixth Street
Bal Harbour, FL 33154

By: _____
Date

By: _____
Jorge M. Gonzalez Date
Village Manager

Attest: _____
Dwight S. Danie Date
Village Clerk

Approved as to form and legal
sufficiency for the use and
reliance of the Bal Harbour
Village only.

By: _____
Village Attorney Date

EXHIBIT "A" Scope of Services

1. Strategic consulting on reputation management and positioning (ongoing) for Bal Harbour Village, including existing and potential new hotels / restaurants / capital projects targeting the Mexico travel market.
2. Based on Village's Calendar of Events, development of an agreed upon year-long plan in accordance with budget to be submitted at start of period:
 - Participation in status conference calls with the Client - two calls per month
 - Discuss action plan development - update and execute of action plan
3. Organize and coordinate group/individual media trips to Bal Harbour, including media and airline/other partner liaisons, assistance with program development, and chaperoning of group (as agreed in plan and in accordance to the designated budget for media fam trips).
4. Information gathering and processing, including:
 - Monitoring and clipping of coverage, dedicated to the Client in target media, alerting the Client (ongoing);
 - Processing of informational materials, including:
 - translation/adaptation of press releases (up to 1 per month and as mutually agreed);
 - translation/adaptation of texts, including newsletters, factsheets, backgrounders, press kits, (ongoing);
 - Distribution of Bal Harbour Newsletter to Travel Partner Contacts
 - Media relations (ongoing), including:
 - distribution of press releases and follow-up media relations;
 - gathering of editorial plans;
 - response to media inquiries;
 - proofreading and fact-checking editorial;
 - provision of information/multimedia content to media;
 - Distribution of Bal Harbour Newsletter to Media Contacts
 - Liaison with potential partners of the Client, including, but not limited to celebrities, influencers, luxury brands, airlines (ongoing);
5. Organize and schedule minor local media events, such as trade fairs and lunches with key media / travel partners.

6. Plan and execute One (1) Media and Consumer Event / Initiative with aligned interviews for Bal Harbour Representatives in-market for up to 20 media members or 70 consumers, and handle all logistics for the event.

- In conjunction with event (may be separate) organize and schedule individual interviews for Bal Harbour Representatives with Key Media representatives / Travel Advisors
- Gathering and processing of information for initiating commentaries and interviews with spokespersons of the Client, including preparation of media profiles, Q&A documents, one-pagers and assistance at interviews

7. Reporting: Prepare activity reports (monthly reports, mid-year report, full-year summary) including clippings reports, and quantitative and qualitative analysis of media coverage provided by an approved 3rd party vendor.

Project description:

Strategic Communication (Public Relations) and Influencer Marketing services for Bal Harbour Village in the Mexican market.

STRATEGIC COMMUNICATION (PR)

- 1 annual communication plan
- Creation of 1 media array
- 2 editorial calendars (1 per semester)
- Press office:
 - Up to 2 press contents per month, of up to 700 words each, which can be in the format of a press release, listicles, hookstories, media alert or opinion column Translations and adaptations of texts previously made will be included in this monthly fee
 - Attention and monitoring of specific requests for information from key media
 - Mapping of publisher trips to coordinate exchanges
 - Call for 1 event per year (virtual or face-to-face) from CDMX in any of the following modalities:
- Alliance with one media for an event - call addressed to potential clients
- Call for 15 to 20 media/publishers
 - Coordination of up to 3 interviews with their media briefs in the year
- Coordination of 2 FAM trips in the year:
 - Attendance of 2 to 4 media per FAM
 - On-site coordination:
 - Attention and follow-up with all the attending media
- Coordination of 3 media individual visits in the year:
 - Attendance of 1 outlet
 - Attention and follow-up
- Constant search for strategic alliances and sponsorship of events relevant to the

brand-Bal Harbor Village, ceding negotiations to the brand

- Up to 3 annual meetings with the commercial areas of different publishing groups to guide budget investment in value amplification actions
- Distribution of the Bal Harbor Village Newsletter to key media; the newsletter must be provided in its entirety by the client
- 1 digital and personalized newsroom
- 1 monitoring and activity report per month
- 1 monthly status meeting
- Up to 3 status meetings in the year with the different Bal Harbor Village agencies

INFLUENCER MARKETING:

- 1 proposal up to 15 influencers with whom to work, after an audit and verification process in the specialized software Tagger
- Activation of up to 1 bimonthly profile
 - Exchange activated according to the PR plan activation
 - The profiles can be activated in a visit or in an event
- Bimonthly Contact and follow-up with up to 1 influencer/ manager
- Bimonthly management of contracts or commitment letters with up to 1 influencer/manager created by legal experts
- Brief for influencers when the activation requires it
 - Appropriate use of official hashtags and tags | Key messages of the brand
- Automated monitoring of publications of active influencers during the month, according to the strategic calendar
- Measurement of reach and interactions of the posts generated monthly
- 1 Activities report (monthly)
 - Concentrated with all influencer mentions, including clipping, reach, engagement, inclusion of key messages, hyperlinks
 - Analysis of the campaign and top performers

EXHIBIT B - NOTICE TO PROCEED**BAL HARBOUR****- V I L L A G E -****JORGE M. GONZALEZ
VILLAGE MANAGER**

October 17, 2023

ACCOMS LATAM
HORACIO 1022, POLANCO IV SECCION
MIGUEL HIDALGO, CIUDAD DE MEXICO 11550
MEXICO

RE: Agreement - 2023 / Professional Services -Marketing and PR Services-Mexico

Please consider this your official Notice to Proceed on the above referenced work/service. You are hereby authorized to proceed with the work as of October 1, 2023. Contract time will begin to be counted on this day. The work shall be completed within the prescribed timeframe as specified in the contract documents.

The Village has appointed Paola Busch from the Department of Tourism as the Village's Representative who will be your point of contact.

If you have any questions, please contact the Village Representative.

Sincerely,

Jorge M. Gonzalez
Village ManagerCc: Ramiro J. Inguanzo, Tourism Director
Claudia Dixon, Chief Financial Officer
Paola Busch, Tourism Manager

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH EACH OF THE VILLAGE'S TOURISM SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVES.

Issue:

Should the Council approve a Resolution to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination?

The Bal Harbour Experience:

- Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Exclusivity & Access Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

Bal Harbour Village contracts with vendors in key markets who act as contracted employees and provide professional services in support of our goal of promoting the Village as a tourism destination. The Village has contracted with a number of sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These key markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) United States / Canada. The Village has just begun the work involved with the development of a Tourism Strategic Plan which will conclude and be ready to present to the Village Council in February 2024. At that point, the Village can determine how to best proceed with our tourism efforts going forward which could include a different marketing strategy than what has been used for the past several years. In the meantime, it is recommended that we contract with these vendors to ensure that the marketing plans for this fiscal year are in place.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

Resort Tax Committee.

Financial Information:

	Amount	Vendor	Account #
(1)	\$36,000	Sales Mktg - Carmen Florio / D*LX REP	10-52-504XX
(2)	\$40,000	Sales Mktg - Flavia Pacheco Giuliano / SPOKE COMUNICACAO	10-52-504XX
(3)	\$40,000	Sales Mktg - Another Company / ACCOMS LATAM	10-52-504XX
(4)	\$57,000	Sales Mktg - Suzanne Corbo	10-52-504XX

Sign off:

Director of Tourism	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Claudia Dixon	Jorge M. Gonzalez

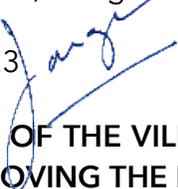
BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: October 17, 2023 

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF INDIVIDUAL PROFESSIONAL SERVICE AGREEMENTS WITH THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Bal Harbour Village contracts with vendors in key markets who act as contracted employees and provide professional services in support of achieving our goal of promoting the Village as a tourism destination.

The Village has just begun the work involved with the development of a Tourism Strategic Plan which will conclude and be ready to present to the Village Council in February 2024. At that point, the Village can determine how to best proceed with our tourism efforts going forward which could include a different marketing strategy than what has been used for the past several years. In the meantime, it is recommended that we contract with these vendors to ensure that the marketing plans for this fiscal year are in place.

Sales, Marketing and Public Relations Professionals

To promote Bal Harbour Village as a tourism destination, the Village has contracted with a number of sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These key markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) United States / Canada.

These Representatives are well connected within the tourism industry of their particular markets and promote Bal Harbour as a tourism destination in each of these key markets. They work closely with the Village, the Resort Tax Committee and our hotels and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village which result in awareness and drive demand and bookings of our destination.

The Resort Tax Committee (RTC) discussed and reviewed activities, efforts and budgets for each of the representatives during the year and approved the proposed budgets for each of these Representatives during their budget discussions and recommendations. The following are each of the vendors with their budgeted cost for this fiscal year:

Argentina / Chile

Carmen Florio / D*LX REP has been the Sales & Marketing Representative for the Argentina and Chile markets since June of 2011. The RTC discussed and reviewed this vendor's activities and budget during the year and approved the following budget for this FY:

Market	Representative	Annual Fee
Argentina And Chile Sales & Marketing	Carmen Florio / D*LX REP	\$36,000

Brazil

Flavia Pacheco Giuliano / SPOKE COMUNICACAO has been the Marketing & Public Relations Representative for the Brazil market since May of 2011. The RTC discussed and reviewed this vendor's activities and budget during the year and approved the following budget for this FY:

Market	Representative	Annual Fee
Brazil Public Relations	Flavia Pacheco Giuliano / SPOKE COMUNICACAO	\$40,000

Mexico

Another Company / ACCOM LATAM has been the Marketing and Public Relations Representative for the Mexico market since January of 2019. The RTC discussed and reviewed this vendor's activities and budget during the year and approved the following budget for this FY:

Market	Representative	Annual Fee
Mexico - Marketing and Public Relations	Another Company / ACCOMS LATAM	\$40,000

United States / Canada

Suzanne Corbo has been the Sales and Marketing Representative for the US and Canada markets since August of 2009. The RTC discussed and reviewed this vendor's activities and budget during the year and approved the following budget for this FY:

Market	Representative	Annual Fee
U.S. and Canada	Suzanne Corbo	\$57,000

The Professional Services Agreements, as well as the individual Resolutions for each of these four (4) vendors are attached.

THE BAL HARBOUR EXPERIENCE

These Representatives are an extension of the Bal Harbour team and help to “sell” and promote the destination by highlighting the four pillars of *The Bal Harbour Experience* which distinguishes Bal Harbour from competing destinations.

CONCLUSION

Each of these professionals provides valuable services to Bal Harbour Village and are in support of our goals as they pertain to enhancing community engagement and communication as well as promoting Bal Harbour Village as a tourism destination. These individuals are part of the Bal Harbour Village team and act as contracted employees in helping us achieve our mission and vision.

Attachments:

1. Argentina / Chile - Carmen Florio Professional Services Agreement
2. Brazil - Flavia Pacheco Giuliano Professional Services Agreement
3. Mexico - ACCOMS LATAM Professional Services Agreement
4. U.S. / Canada - Suzanne Corbo Professional Services Agreement

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH SUZANNE CORBO FOR A ONE -YEAR TERM AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR THE UNITED STATES AND CANADA IN THE AMOUNT NOT TO EXCEED \$57,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village contracts with vendors who provide professional services in support of the Village's goal of enhancing community engagement with public events and communications as well as promoting Bal Harbour Village as a tourism destination; and

WHEREAS, Suzanne Corbo ("Corbo") has been the Sales and Marketing Representative for the United States and Canada markets since August 2009; and

WHEREAS, Village Staff and the Village's Resort Tax Committee is recommending renewal of the agreement with this vendor in the amount of \$57,000; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to approve this one-year agreement with the vendor.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Agreements Approved. That the Professional Service Agreement for Corbo in the amount of \$57,000 is hereby approved.

Section 3. Expenditures Approved. That the expenditure of funds for the provisions of services by these consultants is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement this Resolution.

Section 5. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 17th day of October, 2023.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2023 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Corbo Consulting, Inc., hereinafter referred to as ("Consultant"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village seeks marketing and sales services; and

WHEREAS, the Village desires to enter into an agreement with Contractor for the provision of these services.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Consultant agree as follows:

- I. SCOPE OF SERVICES.** Consultant shall provide the scope of services ("Services" or "Work") set forth in Consultant's proposal ("Proposal"), incorporated herein and attached hereto as Exhibit "A." Consultant shall commence the Work upon receipt of a Notice to Proceed, in a form similar to Exhibit "B" attached hereto.

The Consultant shall act as the Village's US and Canada Sales representative and shall provide the following services with the goal of generating additional resort tax revenue for the Village (the "Services"):

1. Based on Village's existing and planned Hotels, Restaurants and Capital Expansion plans, development of an agreed upon year-long sales and marketing plan in accordance with budget to be submitted at start of period targeting the United States and Canada travel markets (to be attached as Exhibit A).

- Participation in status conference calls with the Client - two calls per month
- Discuss action plan development - update and execute of action plan

2. Proactively sell the Ritz-Carlton, Bal Harbour, The Sea View Hotel, The St. Regis, Bal Harbour Resort, and The Beach Haus Bal Harbour (the "Properties") as well as the Bal Harbour Shops and the Village destination to

tour operations, travel agencies, incentive houses and other travel-oriented business entities. Sales efforts focused on the promotion of the Properties shall highlight room sales efforts and special packages / promotions.

3. Organize and coordinate group/individual media trips to Bal Harbour, including media and airline/other partner liaisons, assistance with program development, and chaperoning of group (as agreed in plan and in accordance to the designated budget for media fam trips).
4. Provide Sales support and promotion to the Properties in the markets.
5. Travel as required to key feeder cities within the markets to conduct sales calls and make presentations to Consultants' top producing clients and contacts.
6. Organize and schedule minor local sales and promotional events, such as trade fairs and lunches with key travel partners (defined in Consultant's Year Plan Section 1.2).
7. Promote the Village and Properties through participation in Village approved trade shows within the markets.
8. Negotiate inclusion of Bal Harbour in promotional materials, travel trade catalogs, websites, and newsletters with 3rd party partners and travel trade.
9. Prepare activity reports (monthly reports, mid-year report, full-year summary) summarizing Sales activities conducted during the previous month(s).

II. **TERM.** The Consultant shall provide the Services to the Village commencing on October 1, 2023 and concluding September 30, 2024 (the "Term").

III. **PAYMENT.** In consideration of the Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee in the amount of Four Thousand Seven Hundred and Fifty (\$4,750.00) US Dollars for a total annual amount of Fifty Seven Thousand Dollars (\$57,000.00). All services performed shall be invoiced to the Village for approximately thirty-five (35) hours of account work per month for media relations, marketing and sales initiatives. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within (30) days for that portion (or those portions) of the service satisfactorily rendered.

EXTRAORDINARY EXPENSES. Consultant may, following the receipt of the prior written approval of the Village Manager or designee, incur certain extraordinary expenses in the course of providing the Services. The extraordinary expenses may include the costs of travel, special mailings and the participation in trade shows. Consultant may not incur any extraordinary expenses over one hundred USD (\$100) without the prior written consent of the Village Manager or designee.

III. **TERMINATION.**

A. Termination for Cause.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party fifteen (15) business days to cure such default. If such default remains uncured after fifteen (15) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages in an amount up to and not to exceed the total paid to date by the Village to Consultant sustained by the Village by virtue of any breach of the Agreement by the Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees up to and not to exceed the total paid to date by the Village to Consultant.

B. Termination for Convenience of the Village.

The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective thirty (30) days following receipt by Consultant of such

notice. If the Agreement is terminated for convenience by the Village, Consultant shall only be paid for any Services satisfactorily performed up to the date of termination; following which both parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. **INSURANCE REQUIREMENTS**

Consultant shall maintain general commercial, automobile (where applicable), workers' compensation, and professional liability insurance in an amount acceptable to the Village.

Consultant shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement

	<u>Per Occurrence</u>	<u>Aggregate</u>
General Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000 combined single limit per accident	
Professional Liability	\$500,000	\$1,000,000
Workers' Compensation	Statutory Amount	

This Agreement shall not be deemed approved until the Consultant has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall be named as an additional insured via a blanket endorsement in the endorsement for commercial and automobile liability coverage. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ

Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

VI. INDEMNIFICATION.

Both Parties agree to indemnify and hold harmless the other Party and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the negligent Party, its officers, employees, agents, subcontractors, or any other person or entity acting under negligent Party's control or supervision, arising out of the negligent Party's performance of the Services pursuant to this Agreement. To that extent, the negligent Party shall pay all such Losses which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the afflicted Party in the defense of such claims and losses, including appeals. Subject to Section 768.28, Florida Statutes, which monetary limits shall apply regardless of whether they would apply in the absence of this provision, the Village shall indemnify the Consultant up to the statutory limits.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

VII. ENTIRE AGREEMENT.

This Agreement, Consultant's proposal, and any warranties shall constitute

the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. WARRANTIES.

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

Consultant warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Consultant's profession.

Consultant shall be responsible for technical deficiency in the Service deliverables due to errors and omissions for ten years after the date of acceptance of the Services by the Village. The Consultant shall, upon the request of the Village, promptly correct or replace all deficient work due to errors or omissions without cost to the Village.

Consultant acknowledges that the responsibilities enumerated in this Agreement (a) will not adversely affect her primary employment; (b) will not create a conflict of interest as defined by Chapter 112, Part III of the Florida Statutes.

IX. NON-EXCLUSIVITY.

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the Village to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

X. SEVERABILITY.

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or

decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

XI. ANTI-DISCRIMINATION

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

XII. SCRUTINIZED COMPANIES

- A.** Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B.** If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the

Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

XIII. NOTICES.

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Copies To: Dwight S. Danie, Village Clerk
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Susan L. Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Consultant: Suzanne Corbo
Corbo Consulting, Inc.
14 Schweinberg Drive
Roseland, NJ 07068

XIV. COMPLIANCE WITH LAWS.

Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

XV. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

XVI. SURVIVAL OF TERMS.

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

XVII. GOVERNING LAWS.

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

XVIII. NO CONTINGENT 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.

XIX. WAIVER.

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

XX. FORCE MAJEURE.

Non-performance of Consultant or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

XXI. INDEPENDENT CONTRACTOR.

Consultant has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Village under this Agreement.

XXII. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

- A.** Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. 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.

- B.** 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.
- C.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and final documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Consultant's workpapers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.
- D.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by 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, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- F.** 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.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour - Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.

XXIII. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONSULTANT:
Suzanne Corbo
Corbo Consulting Inc.
14 Schweinberg Drive
Roseland, NJ 07068

VILLAGE:
Bal Harbour Village
655 Ninety-Sixth Street
Bal Harbour, FL 33154

By: _____
Suzanne Corbo Date

By: _____
Jorge M. Gonzalez Date
Village Manager

Attest: _____
Dwight S. Danie Date
Village Clerk

Approved as to form and legal sufficiency for the use and reliance of the Bal Harbour Village only.

By: _____
Village Attorney Date

EXHIBIT "A" Scope of Services

1. Based on Village's existing and planned Hotels, Restaurants and Capital Expansion plans, development of an agreed upon year-long sales and marketing plan in accordance with budget to be submitted at start of period targeting the United States and Canada travel markets.
 - Participation in status conference calls with the Client - two calls per month
 - Discuss action plan development - update and execute of action plan
2. Proactively sell the Ritz-Carlton, Bal Harbour, The Sea View Hotel, The St. Regis, Bal Harbour Resort, and The Beach Haus Bal Harbour (the "Properties") as well as the Bal Harbour Shops and the Village destination to tour operations, travel agencies, incentive houses and other travel-oriented business entities. Sales efforts focused on the promotion of the Properties shall highlight room sales efforts and special packages / promotions.
3. Organize and coordinate group/individual media trips to Bal Harbour, including media and airline/other partner liaisons, assistance with program development, and chaperoning of group (as agreed in plan and in accordance to the designated budget for media fam trips).
4. Provide Sales support and promotion to the Properties in the markets.
5. Travel as required to key feeder cities within the markets to conduct sales calls and make presentations to Consultants' top producing clients and contacts.
6. Organize and schedule minor local sales and promotional events, such as trade fairs and lunches with key travel partners (defined in Consultant's Year Plan Section 1.2).
7. Promote the Village and Properties through participation in Village approved trade shows within the markets.
8. Negotiate inclusion of Bal Harbour in promotional materials, travel trade catalogs, websites, and newsletters with 3rd party partners and travel trade.
9. Prepare activity reports (monthly reports, mid-year report, full-year summary) summarizing Sales activities conducted during the previous month(s).

EXHIBIT B - NOTICE TO PROCEED

BAL HARBOUR
- V I L L A G E -

JORGE M. GONZALEZ
VILLAGE MANAGER

October 17, 2023

Suzanne Corbo
Corbo Consulting, Inc.
14 Schweinberg Drive
Roseland, NJ 07068

RE: Agreement - 2023 / Professional Services -Marketing, Sales and PR Services Argentina and Chile

Ms. Suzanne Corbo:

Please consider this your official Notice to Proceed on the above referenced work/service. You are hereby authorized to proceed with the work as of October 1, 2023. Contract time will begin to be counted on this day. The work shall be completed within the prescribed timeframe as specified in the contract documents.

The Village has appointed Paola Busch Department as the Village's Representative who will be your single point of contact.

If you have any questions, please contact the Village Representative.

Sincerely,

Jorge M. Gonzalez
Village Manager

Cc: Ramiro J. Inguanzo, Tourism Director
Claudia Dixon, Chief Financial Officer
Paola Busch, Tourism Manager

BAL HARBOUR

- V I L L A G E -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: Jeffrey P. Freimark, Mayor

DATE: October 17, 2023

SUBJECT: **Discussion Regarding a Food & Beverage Homeless Tax**

Please place an item on the October 17, 2023, Village Council Meeting Agenda for a discussion regarding a Food & Beverage Homeless Tax.

Thank you.

BAL HARBOUR

- V I L L A G E -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: Jeffrey P. Freimark, Mayor

DATE: October 17, 2023

SUBJECT: **Discussion Regarding Support for Israel with an Increased Investment in State of Israel Bonds**

Please place an item on the October 17, 2023, Village Council Meeting Agenda for a discussion regarding Support for Israel with an Increased Investment in State of Israel Bonds.

Thank you.

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Dwight S. Danie, Village Clerk *OSD*

DATE: October 10, 2023

RE: Lobbyist Registration Report

Name of Lobbyist	Principal Represented	Date Registered
John Shubin	Mathew Whitman Lazenby	01/11/23
Ian DeMello	Mathew Whitman Lazenby	01/11/23
Carter McDowell	Carlton Terrace Owner, LLC	01/10/23
Keith Poliakoff	Bellini Condominium Association	01/17/23
Nicholas Noto	Carlton Terrace Owner, LLC	01/17/23
Richard Dewitt	Bellini Condominium Association	01/17/23
Mathew W. Lazenby	Bal Harbour Shops, LLC	01/31/23
Caroline Travis	Bal Harbour Shops, LLC	01/31/23
Ivor Nik Massey	Bal Harbour Shops, LLC	01/31/23
Sandy Goldfarb	Bal Harbour Civic Association	03/01/23
Neca Logan	Bal Harbour Civic Association	03/01/23



MEMORANDUM

TO: Honorable Mayor and Council
FROM: Susan L. Trevarthen
DATE: October 9, 2023
RE: Monthly Report of Village Attorney for September 2023 Activities

Here is the monthly report on the Village Attorney's activities. While we attend to Village business and confer with Village officials continuously, this report highlights specific tasks and projects for the month. Please contact me or Robert Meyers if you have any questions about this report.

Retainer Services

Within the fixed fee retainer in September, we reviewed, advised and prepared documents for all agenda items for and attended two September Council meetings and an ARB meeting. We conferred with staff on various matters, and we attended the weekly staff meetings, and the monthly agenda review and after action meetings. We began preparation for the October Council meeting.

Specific additional matters included:

- We drafted correspondence concerning the Bal Bay Drive Easement termination and release of escrow.
- We prepared correspondence to the Police Department concerning scheduling a conference with a Village witness for the *Carlton v. Davie* deposition; met with witness before and after deposition; and prepared for and attended deposition.
- We conferred with staff and revised a form Stop Work Order for Building Department.
- We conferred with staff and analyzed Code/policy concerning the filming lottery.
- We reviewed and analyzed Department of Revenue forms in connection with budget hearings, and reviewed and analyzed the law concerning the voting requirement tied to the millage rate.
- We drafted correspondence regarding an unsafe structure at condominium unit pool.
- We conferred with staff and reviewed correspondence to the Building Official on Carlton Terrace demolition.
- We conferred with staff and attending meeting concerning Oceana compliance.
- We reviewed various correspondence relating to FDEP and Stormwater Ordinance Enforcement.
- We prepared for attended a meeting with Village staff and Shops representatives.

Additional Services

For the security and landscape assessment matter, we finalized the side letter agreement with the Civic Association and related property manager agreement for Council approval.

For the Dade County PBA matter, we conferred with Police Chief concerning fitness for duty/light duty issues and reviewed and responded to various correspondence regarding an extension/tolling of probationary period for

employee on light duty. We also conferred with and analyzed issues regarding promotions.

For the Bellini Condominium Association (Federal Challenge) matter, we reviewed various pleadings and order on motions to dismiss; drafted correspondence to update Village Council; reviewed/analyzed amended complaint; held conferences with Village Manager and Developer's counsel re strategy for Village response to amended complaint; and reviewed and analyzed Carlton Terrace's motion to dismiss amended complaint.

The *Bal Harbour Experience* was formally adopted by the Village Council in 2018, and has been periodically redefined since then. It is that distinctive feeling one experiences when living in or visiting our unique, exclusive, curated and refined community. Developing funding strategies, initiatives and programming that will further this vision are the focus of program initiatives and the budget development process. The collective vision should drive decision making for the Village into the future.

WHO WE ARE

Bal Harbour is one of South Florida's most attractive and desirable residential neighborhoods and one of the world's most beautiful, sophisticated and cultured destinations.

MISSION

Deliver the *Bal Harbour Experience* - creating that distinctive feeling one experiences when living in or visiting our unique, elegant, curated and refined community.

VISION

Bal Harbour will be the safest residential community with a beautiful environment and unparalleled destinations & amenities, providing exclusivity and access to ensure the highest quality of life for our residents and an unmatched experience for our visitors from around the world.

VALUES

Delivering the *Bal Harbour Experience* is guided by our core values. Our values are defined as:



The four main elements, which denote the essence of the *Bal Harbour Experience* are:



Beautiful Environment

Fusing casual elegance with tranquil coastal living presented through the lens of secluded beaches, lush landscaping, serene public spaces, well detailed sidewalks and rights of way, and jogging paths incorporated into the native environment. These signature amenities reflect the maintenance standards the community expects, and sets the tone which visitors will immediately recognize upon arriving in Bal Harbour, and long to return to once gone.

Unique & Elegant

Residents and guests balance sun and sea drenched escapes with our curated events designed for discerning connoisseurs of all ages. Creative public art features, our acclaimed Museum Access Program featuring curated tours, culinary festivals, movies under the stars, and excursions to limited engagement events set our enclave apart in delivering a tranquil and refined lifestyle.

This vision rests on a foundation based on:

- Developing and maintaining well designed and modernized public facilities and infrastructure;
- Ensuring that both the perception and reality of safety in our community remains uncompromised; and
- Implementing smart policies and strategic solutions to address the challenges of today and to ensure that we remain a resilient and sustainable community able to protect our future.

Together, these elements define what it means to live, work, visit and play in Bal Harbour Village and what makes our community so distinctive.